

Yana G. Henriks (SBN 250638)
Email: yhenriks@aol.com
McMURRAY HENRIKS LLP
5670 Wilshire Boulevard, Suite 1450
Los Angeles, CA 90036
Telephone: (323) 931-6200 Facsimile: (323) 931-9521

Victor K. Sapphire (SBN 218634)
Email: vic.sapphire@novakdruce.com
NOVAK DRUCE CONNOLLY BOVE + QUIGG LLP
333 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
Telephone: (213) 787-2500 Facsimile: (213) 687-0498

Attorneys for Defendants
RANDY H. McMURRAY, P.C. and
RANDY H. McMURRAY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THE COCHRAN FIRM, P.C.,

Plaintiff,

v.

THE COCHRAN FIRM LOS
ANGELES, LLP; ET AL.,

Defendants.

RANDY H. McMURRAY, P.C.; and
RANDY H. McMURRAY,

Counterclaimants,

v.

THE COCHRAN FIRM, P.C.; THE
COCHRAN FIRM – COCHRAN,
CHERRY, GIVENS, SMITH &
SISTRUNK, P.C.; DUNN LAW,
APC; BRIAN T. DUNN; SAMUEL
A. CHERRY; J. KEITH GIVENS;
JOSEPH BARRETT; BARVIE
KOPLOW; and DOES 1-10,
inclusive

Counterdefendants.

Case No. CV12-05868-SJO (MRWx)

Hon. S. James Otero

**AMENDED COUNTERCLAIMS OF
DEFENDANTS AND
COUNTERCLAIMANTS RANDY H.
McMURRAY, P.C. AND RANDY H.
McMURRAY**

1. RICO COUNT ONE
2. FRAUD
3. TORTIOUS INTERFERENCE
WITH PROSPECTIVE BUSINESS
ADVANTAGE
4. LANHAM ACT 15 U.S.C. §§ 1051
5. LANHAM ACT 15 U.S.C. §§ 1125(a)
6. RIGHT OF PUBLICITY, CAL CIV
CODE § 3344
7. UNFAIR COMPETITION CAL B&P
CODE § 17200
8. AVOIDANCE OF FRAUDULENT
TRANSFER § 3439
9. CONVERSION
10. BREACH OF FIDUCIARY DUTY

JURY TRIAL DEMANDED

1 Counterclaimants Randy H. McMurray and Randy H. McMurray P.C.
2 (collectively, “McMurray”), on personal knowledge as to their acts and on information
3 and belief as to all others, allege as follows:

4 **NATURE OF THE ACTION**

5 1. This lawsuit concerns how the Plaintiff, an ostensibly national law firm
6 based in Alabama, misappropriated the name “The Cochran Firm” for its exclusive use
7 in violation of law and professional standards and acted in concert with the other
8 counterdefendants in an unlawful scheme to defraud attorneys and clients alike. Using
9 the “The Cochran Firm” trademark, the Counterdefendants, including McMurray’s two
10 partners in The Cochran Firm Los Angeles general partnership (“TCFLA-GP”),
11 improperly ousted McMurray from the firm in which he was the majority shareholder
12 and managing partner. Not content to stop there, Counterdefendants misappropriated
13 and continue to misuse McMurray’s identity for the purpose of their self-enrichment
14 by using his accomplishments to enhance and promote their firm, and by defrauding
15 the IRS, state tax authorities, and other creditors of the firm. Accordingly, McMurray
16 alleges counterclaims for RICO, violation of the Lanham Act, cancellation of
17 trademark registration, fraud, and other state law claims.

18 **THE PARTIES**

19 2. Counterclaimant Randy H. McMurray (“RHM”) is an individual residing
20 and practicing as a licensed attorney in Los Angeles, California.

21 3. Counterclaimant Randy H. McMurray, P.C. (“RHMPC”) is a California
22 professional corporation. RHM is the sole shareholder of RHMPC. RHMPC is one of
23 the corporate partners of TCFLA-GP, a California general partnership formed in 2007
24 in Los Angeles, California. TCFLA-GP has done business as “The Cochran Firm Los
25 Angeles” or “The Cochran Firm – Los Angeles” since its formation. TCFLA-GP has
26 three corporate shareholders and partners: RHMPC, Brian T. Dunn, P.C., and The
27 Barrett Law Firm, P.C. since 2010.

1 4. The Cochran Firm, P.C. (“Plaintiff”) is the named Plaintiff in this action.
2 Although the Second Amended Complaint asserts that Plaintiff is “an Alabama
3 corporation having its principal place of business at 163 W. Main Street, Dothan,
4 Alabama 36301,” no Alabama business entity is registered under that name. On
5 information and belief, Plaintiff does not exist.

6 5. Counterdefendant The Cochran Firm – Cochran, Cherry, Givens, Smith &
7 Sistrunk, P.C. (“TCF-CCGSS”) is an Alabama domestic professional corporation.
8 According to Alabama state records, the legal name of TCF-CCGSS was “Cochran,
9 Cherry, Givens & Smith, P.C.” from its incorporation, “The Cochran Firm – Cochran,
10 Cherry, Givens & Smith, P.C.” from 2004, and its current name since 2010.

11 6. Attached hereto as Exhibit A is a true and correct copy of a reservation for
12 the name “The Cochran Firm, P.C.” filed on March 12, 2013 with the Alabama
13 Secretary of State by counterdefendant Keith Givens. Exhibit A confirms that, as of
14 that date, Plaintiff did not exist. As of today, an entity bearing the name “The Cochran
15 Firm, P.C.” still has not been incorporated in Alabama.

16 7. Counterdefendant Samuel A. Cherry (“Cherry”) is an individual residing
17 and practicing as a licensed attorney in the State of Alabama.

18 8. Counterdefendant J. Keith Givens (“Givens”) is an individual residing and
19 practicing as a licensed attorney in the State of Alabama.

20 9. Cherry and Givens are founding incorporators, shareholders, and senior
21 officers of TCF-CCGSS.

22 10. Counterdefendant Dunn Law, APC purports to be a California professional
23 corporation formed on February 9, 2012 in Los Angeles County, California. Dunn
24 Law, APC purports to do have been conducting business under the fictitious name The
25 Cochran Firm California since February 16, 2012.

26 11. Counterdefendant Brian T. Dunn (“Dunn”) is an individual residing and
27 practicing as a licensed attorney in Los Angeles County, California. Dunn is the sole
28 shareholder of both Dunn Law, APC and Brian T. Dunn, P.C.

1 incorporates herein by reference each and all of the charging allegations set forth
 2 herein below and hereby make those allegations against each and all of said fictitious
 3 counterdefendants.

4 18. On information and belief, TCF-CCGSS, Cherry, Givens, Dunn Law, APC,
 5 Dunn, Barrett, Koplow, DOES 1-10, and each of them, conduct business and conduct
 6 or conspire with other counterdefendants to conduct the affairs of one or more
 7 association-in-fact or RICO enterprises or aid and abet in the operation of one or more
 8 RICO enterprises that has contacts with and/or causes injury in the state of California
 9 and in this judicial district.

10 **JURISDICTION AND VENUE**

11 19. This action arises under the Racketeering Influenced Corrupt Organizations
 12 Act ("RICO"), 18 U.S.C. §§ 1961 *et seq.*, and under the Lanham Act, 15 U.S.C. §§
 13 1051 *et seq.* This Court has federal question jurisdiction pursuant to 28 U.S.C. §1331,
 14 18 U.S.C. §§ 1964(c) and (d), 15 U.S.C. § 1221 and 28 U.S.C. § 1338(a) and
 15 supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367(a).

16 20. This Court has general and/or specific personal jurisdiction over all
 17 counterdefendants with respect to the conduct alleged in these Counterclaims.
 18 Counterdefendants have their principal place of business or residence inside this
 19 judicial district, engaged in conduct as described herein in this judicial district,
 20 received license fees and other income generated in this judicial district that is the
 21 subject of this litigation, and/or caused injury to McMurray in this judicial district and
 22 a substantial part of the events, omissions, and injuries giving rise to these
 23 Counterclaims against counterdefendants occurred in this judicial district.

24 21. Venue is proper in the U.S. District Court for the Central District of
 25 California under 18 U.S.C. § 1965(a) and 28 U.S.C. § 1391 because counterdefendants
 26 reside or transact business and/or conduct the affairs of one or more RICO enterprises,
 27 and/or aid and abet in unlawful schemes in this judicial district, and/or cause injury in
 28

1 this judicial district. A substantial part of the conduct, events, and/or injuries giving
2 rise to these Counterclaims occurred in this judicial district.

3 **RELEVANT TIME PERIOD**

4 22. Counterdefendants' racketeering conduct began in or about April 2003 and
5 continues to date.

6 **GENERAL ALLEGATIONS**

7 **A. COUNTER DEFENDANTS' OVERALL SCHEME**

8 23. On or about March 15, 1999, prominent attorney Johnnie L. Cochran, Jr.
9 ("Cochran") entered into partnership with Cherry, Givens, and Jock Smith for the
10 purpose of expanding his firm. These parties entered into a partnership agreement and
11 formed Cochran, Cherry, Givens & Smith, a California Limited Liability Partnership
12 ("CCG&S LLP").

13 24. In or about June 1999, Givens, on behalf of CCG&S LLP, invited
14 McMurray to be co-managing partner with Cochran of the Los Angeles office of
15 CCG&S LLP located at 4929 Wilshire Boulevard, Suite 1010, Los Angeles, California
16 90010. Givens promised McMurray – who at the time was a very successful attorney
17 on a partnership track with the firm now known as Robins, Kaplan, Miller & Ciresi
18 L.L.P. – all legal rights as a partner of CCG&S LLP. The invitation was made via
19 telephone calls and in written correspondence. McMurray then met with Cochran in
20 Los Angeles and with Cherry, Givens, and Jock Smith in Alabama in or about June
21 1999 to discuss this offer, at which time each represented to McMurray that he would
22 become a partner of CCG&S LLP with all legal rights as a partner.

23 25. McMurray relied on the foregoing representations and accepted CCG&S
24 LLP's offer. Beginning in or about June 1999, CCG&S LLP began to represent to the
25 public, through its website and printed marketing materials, that McMurray was a
26 managing partner of the Los Angeles office of "The Cochran Firm," CCG&S LLP
27 used to promote its services to public.

1 26. In or about 2000, Cochran made numerous written promises to McMurray
2 assuring McMurray that McMurray was the “main man” in the Los Angeles office and
3 that he would have all the rights of a partner under the 1999 partnership agreement of
4 CCG&S LLP.

5 27. From 1999 to 2003, as a partner at CCG&S LLP’s Los Angeles office,
6 McMurray worked hard and invested time, money, and his reputation into building the
7 office’s business. McMurray’s efforts significantly increased the office’s revenue. In
8 2003, after four years as an under-acknowledged partner, McMurray requested that his
9 partnership status be documented.

10 28. On or about April 21, 2003, McMurray received a letter via mail signed by
11 Givens, Cherry, and Cochran, among others. The letter stated that it was
12 memorializing McMurray’s “elevation in the firm to the status of a named partner of
13 The Cochran Firm’s Los Angeles office” because of his contribution to the success of
14 the firm for past four years and noted that “[o]ur firm has grown and prospered in no
15 small part due to your efforts.” A true and correct copy of the letter is attached hereto
16 as Exhibit B.

17 29. Notwithstanding the above letter, on or about September 30, 2004, without
18 McMurray’s knowledge, Givens mailed an LLP Certificate of Registration to the State
19 Bar of California via mail that declared, under penalty of perjury, that McMurray was a
20 “Non Partner” attorney at CCG&S LLP. Givens knew that McMurray’s status as
21 partner was unchanged, the partnership was not dissolved and McMurray had not been
22 expelled. The statement, made under penalty of perjury was false and was
23 communicated via US mail.

24 30. Plaintiff alleges in Paragraphs 13 and 14 of the Second Amended
25 Complaint that, as of August 2004, Cochran, Cherry, Givens, and Jock Smith were the
26 members and partners of both TCF-CCGSS (then known as “The Cochran Firm –
27 Cochran, Cherry, Givens & Smith, P.C.”) and CCG&S LLP and that all members and
28 partners of these entities acknowledged that all references to The Cochran Firm would

1 include both TCF-CCGSS and CCG&S LLP. Accordingly, all references herein to
2 TCF-CCGSS from August 2004 through and including February 2007 include, without
3 limitation, references to CCG&S LLP.

4 31. On and after March 8, 2005, Cherry and Givens deliberately failed to
5 disclose to McMurray that the trademark “THE COCHRAN FIRM” had been
6 registered, U.S. Registration No. 2930153 granted March 8, 2005 (the “153 Reg.”),
7 even though both Cherry and Givens were partners with, and owed fiduciary duties to,
8 McMurray.

9 32. McMurray, not suspecting any fraud, continued to work hard on behalf of
10 the Los Angeles office and worked closely with Cochran until Cochran’s death in
11 March 2005.

12 33. In or about December 2006, via both mail and email, Cherry and Givens,
13 acting on behalf of TCF-CCGSS, informed McMurray that they wanted to transfer
14 ownership of the Los Angeles office because the overhead expenses of the office were
15 high, the office was in debt, and a lawsuit by a former co-managing partner was
16 pending. Cherry, on behalf of TCF-CCGSS, also informed McMurray in telephone
17 conversations and via email in or about December 2006 that if McMurray would agree
18 to assume the office’s debts, including liability for the pending lawsuit, and take
19 responsibility for financing the office’s operations, TCF-CCGSS would transfer full
20 ownership of the Los Angeles office as a separate entity to McMurray. Throughout
21 these communications, including the February 2007 transfer of ownership of the Los
22 Angeles office, despite their duty to do so, Cherry and Givens deliberately failed to
23 inform McMurray of, and McMurray remained unaware of, the purported registration
24 of “THE COCHRAN FIRM” mark or their claims of exclusive right to control it,
25 which they knew would be material to McMurray’s decision.

26 34. McMurray accepted the offer, and in reliance thereon assumed the debts of
27 the Los Angeles office, covered its payroll obligations and obtained a business loan to
28 finance its continued operation.

1 35. On or about February 1, 2007, McMurray formed TCFLA-GP with Dunn,
2 which had its place of business at 4929 Wilshire Boulevard, Suite 1010, Los Angeles,
3 California 90010. At the insistence of Cherry and Givens, McMurray obtained a
4 business loan for \$900,000 from Bank of America and personally guaranteed and
5 secured the loan with his own property to finance TCFLA-GP's operations. McMurray
6 also made over \$200,000.00 in initial capital contributions. McMurray took a 66.66%
7 interest and Dunn a 33.34% interest in TCFLA-GP through their respective
8 professional corporations, RHMPC and Brian T. Dunn, P.C. A copy of the 2007
9 general partnership agreement for TCFLA-GP (the "2007 Agreement") is attached
10 hereto as Exhibit C. The 2007 Agreement specifically states that each partner has an
11 independent right to use the "Cochran" name. The 2007 Agreement was approved by
12 Cherry and Givens on behalf of TCF-CCGSS via telephone and email on or about
13 February 1, 2007. Among other things, Cherry and Givens consented to the use of the
14 name "The Cochran Firm Los Angeles" by TCFLA-GP.

15 36. Sometime after the formation of TCFLA-GP, CCG&S LLP ceased to exist.
16 McMurray had formed TCFLA-GP, another entity, and Cochran, the only other partner
17 of CCG&S LLP licensed in California, had passed away in 2005. After the formation
18 of TCFLA-GP, Cherry, Givens, and the other partners or members of CCG&S LLP
19 continued to operate under different entities, including TCF-CCGSS.

20 37. On information and belief, following Cochran's death a settlement was
21 reached by which, on or about September 21, 2007, according to the abstract of title in
22 the '153 Reg. and Plaintiff's averments in its pleadings and moving papers to date,
23 Cochran's estate assigned its purported rights in "THE COCHRAN FIRM" mark to
24 "The Cochran Firm, P.C.," a purported Alabama professional corporation. As alleged
25 above, no such entity has ever existed.

26 38. In 2007, 2008, and 2009, McMurray continued to work hard to help
27 TCFLA-GP grow and prosper. McMurray made additional capital contributions and
28 loans to TCFLA-GP. In addition, because of Dunn's poor credit, McMurray

1 personally guaranteed credit cards for use by TCFLA-GP. McMurray hired Koplow as
2 TCFLA-GP's office administrator. McMurray entrusted to Koplow the task of
3 preparing TCFLA-GP's tax returns along with her friend, Ratynet. However,
4 unbeknownst to McMurray, as later learned from a forensic accountant's report
5 commissioned by the Receiver in the co-pending state lawsuit, back in 2008, 2009, and
6 2010 Koplow had recorded bogus loans to McMurray in the partnership's tax returns in
7 order to disguise funds fraudulently transferred to Cherry, Givens, and Dunn for which
8 she had not issued 1099s and K-1s.

9 39. From the transfer of ownership of the Los Angeles office forward, TCF-
10 CCGSS had no role in the operation of TCFLA-GP, except that TCF-CCGSS was
11 allowed to monitor the status of TCFLA-GP's settled cases. Every month, TCFLA-GP
12 would remit payments to TCF-CCGSS, based on a percentage of recovery on settled
13 cases, in reliance on TCF-CCGSS's representations by Cherry that those payments
14 would be forwarded to Cochran's estate. Those payments were classified as referral
15 fees on TCFLA-GP's tax returns.

16 **B. PHANTOM NATIONWIDE LAW FIRM**

17 40. After Cochran's death in 2005, Cherry, Givens, and TCF-CCGSS came
18 together, devised, and implemented an organized scheme to exploit Cochran's name
19 and reputation. The scheme was to maximize profits and avoid the expense of
20 maintaining local offices and potential liability. Instead of operating as one firm or a
21 true partnership between offices, Cherry, Givens, and TCF-CCGSS designed a model
22 where they assumed no liability or responsibility for local offices and merely collected
23 fees for use by independent local law firms of the "The Cochran Firm" name and mark.

24 41. This nationwide phantom law firm, known as "The Cochran Firm,"
25 generates its income mainly from the following activities: (1) licensing "The Cochran
26 Firm" name to independent local law firms representing themselves as "branch offices"
27 without operating as one firm or being part of a partnership with any other local
28 offices; (2) collecting a percentage from the fees and awards of clients drawn to these

1 “branch offices” by the prospect of the security, quality, and prestige of representation
2 by a national firm presumably established by Cochran; (3) avoiding the operating
3 expenses, financial record-keeping duties, and oversight responsibilities of a national
4 law firm; and (4) avoiding professional liability to clients for the malpractice of
5 attorneys at any of its “branch offices” by taking advantage of the phantom nature of
6 the “The Cochran Firm” Enterprise.

7 42. “The Cochran Firm” Enterprise advertises to and communicates with legal
8 services consumers in several states by means of a website owned by TCF-CCGSS,
9 located at the following URL: <http://www.cochranfirm.com>. As recently as March,
10 2013, the website represented the following to members of the public who viewed the
11 website:

12 Founded over 40 years ago by famed attorney, Johnnie L. Cochran,
13 Jr., The Cochran Firm, as it is known today, has established itself as
14 one of the premier plaintiff’s litigation and criminal defense law
15 firms in United States. With offices located across the United States,
16 The Cochran Firm has brought together into one firm a diverse group
17 of some of the most highly-experienced and respected men and
18 women dedicated to bringing quality representation for injured
19 people, their families and the ordinary citizen.

20 43. The website lists branch offices in Alabama, California, the District of
21 Columbia, Florida, Georgia, Illinois, Louisiana, Michigan, Minnesota, Nevada, New
22 York, Ohio, Pennsylvania, Tennessee, Texas, and Wisconsin.

23 44. Notwithstanding its advertising of “The Cochran Firm” as “one firm,” TCF-
24 CCGSS has no relationship with these purported “branch offices” or “local offices”
25 other than nakedly licensing the name “Cochran” to these offices. On information and
26 belief, none of these offices are in partnership with TCF-CCGSS, and TCF-CCGSS: (i)
27 does not provide these offices with any funding or administrative support of any
28

1 kind;(ii) shares no losses, liabilities or common accounting with these offices; and
2 (iii) shares no professional liability insurance to insure any of these offices.

3 45. Although TCF-CCGSS, Cherry, and Givens hold “The Cochran Firm” out
4 to the public as one firm, when TCF-CCGSS is sued, it denies the existence of “The
5 Cochran Firm” and denies being in partnership with the purported local offices. For
6 example, in 2008, in *Hattie Neal and Mary Neal v. Cochran Cherry Givens & Smith,*
7 *P.C. and The Cochran Firm Memphis*, Case No. 1:07-cv-1935-TCB in United States
8 District Court for the Northern District of Georgia, TCF-CCGSS denied the existence
9 of The Cochran Firm in responses to interrogatories. Similarly, in 2012, in *Jacqueline*
10 *Williams and Renna Fisher v. The Cochran Firm and The Cochran Firm Birmingham*,
11 Case No. 3:11-cv-00703, TCF-CCGSS moved to dismiss the complaint, claiming that
12 neither The Cochran Firm nor The Cochran Firm Birmingham is a legal entity.

13 46. The “Cochran Firm” Enterprise is directed, operated and managed by
14 Cherry and Givens. TCF-CCGSS serves to hold the revenue and property generated by
15 the Enterprise.

16 **C. CONSPIRACY TO TAKE OVER THE COCHRAN FIRM LOS**
17 **ANGELES**

18 47. In 2009 and 2010, McMurray began to investigate and question the nature
19 and legality of “The Cochran Firm” Enterprise. Specifically, McMurray rejected the
20 proposal by Cherry, Givens, and/or TCF-CCGSS by which TCFLA-GP would pay 15
21 percent of its gross revenue from all cases to TCF-CCGSS without disclosing this
22 agreement to its clients and obtaining its clients’ consent. This proposal violated Rule
23 2-200 of the California Rules of Professional Conduct prohibiting fee splitting.

24 48. By 2009, Cherry and Niver (acting as the agent for Cherry, Givens, and
25 TCF-CCGSS) had already secretly recruited Koplow to act as their agent and provide
26 them with confidential information about McMurray and the business affairs of
27 TCFLA-GP.
28

1 49. In or about mid 2010, Koplow surreptitiously transmitted to Cherry via
2 email a confidential memorandum prepared by McMurray's spouse, who is an
3 attorney, discussing various ethical implications involving an agreement with TCF-
4 CCGSS. Attached to the memorandum was ABA Formal Opinion 94-388, stating: "*If*
5 *a law firm licenses its name to other firms, all firms licensed must operate as a single*
6 *firm.*" Koplow also informed Cherry that McMurray's spouse was reviewing the
7 proposed agreements of TCF-CCGSS and had retained an ethics expert to guide
8 McMurray's decision-making.

9 50. In or about the end of 2010, McMurray's spouse discovered discrepancies
10 in the tax returns of RHMPC and TCFLA-GP and asked Koplow about these returns.
11 Koplow immediately informed Cherry and Niver via email that McMurray's spouse
12 was trying to find out why no K-1 or 1099 forms had been issued to TCF-CCGSS, and
13 why certain fees paid to TCF-CCGSS had been classified as "referral fees," and that
14 she posed "a great danger" to their operation.

15 51. Thereafter, on or about December 2010, Cherry informed McMurray during
16 a telephone conversation that he had learned McMurray's spouse was trying to
17 "submarine" their operation. Cherry demanded that McMurray keep her out of the
18 negotiations between TCFLA-GP and TCF-CCGSS and McMurray's business affairs
19 with TCF-CCGSS.

20 52. In early 2011, Cherry instructed Koplow to use the ruse of "human
21 resources issues" to limit the access of McMurray's wife to the offices of TCFLA-GP.
22 In response, Koplow started a campaign of recruiting employees to bring complaints
23 about McMurray's spouse, who was never an employee of TCFLA-GP, in order to
24 eliminate her access to the firm's office and business affairs.

25 53. Despite Koplow's efforts, McMurray remained unwilling to enter into any
26 agreement with TCF-CCGSS unless there was a bona fide partnership agreement in
27 compliance with the Rules of Professional Conduct.

28

1 54. In or about mid-2011, in order to deceitfully appropriate McMurray's
2 funds, Koplow, in conspiracy with and acting as the agent of Dunn, Cherry, Givens,
3 and TCF-CCGSS, falsely represented to McMurray via email that TCFLA-GP could
4 not make payroll and urgently needed \$115,000. In fact, Koplow knew that TCFLA-
5 GP had at least \$85,000 in funds in various accounts and made these false
6 representations to induce McMurray to loan additional funds to TCFLA-GP. At the
7 time Koplow made this request, Cherry, Givens, TCF-CCGSS, Dunn and Barrett had
8 already developed plans to remove McMurray from control of TCFLA-GP. Koplow
9 knew from her communications with Cherry that counterdefendants intended to
10 remove McMurray as managing partner and that McMurray thus would not be able to
11 recover his funds.

12 55. In reliance on Koplow's misrepresentations, and reasonably believing that
13 the employees of TCFLA-GP were at risk of not being paid, McMurray withdrew
14 \$115,000 from his retirement plan to loan these funds to TCFLA-GP, thereby incurring
15 taxes and penalties.

16 **D. FRAUDULENT "RE-ESTABLISHMENT" OF TCFLA**

17 56. On or about January 22, 2012, Dunn traveled to meet with Cherry and
18 Givens at the Ritz Carlton Hotel in South Palm Beach, Florida. The purpose of the
19 meeting was to discuss plans to oust McMurray from control of TCFLA-GP, take over
20 its operations, and siphon its assets into a separate entity that Dunn would create and
21 run as the "re-established" Los Angeles office of TCF-CCGSS. Dunn paid his trip
22 expenses with two credit cards that McMurray had provided for Dunn to use only for
23 ordinary business expenses of TCFLA-GP. The following week, McMurray
24 questioned Koplow about charges on the statements for these credit cards that
25 originated in Florida. At the behest of Dunn, Cherry, and/or Givens, Koplow lied to
26 McMurray and told him that Dunn had attended a business meeting in Florida on
27 behalf of TCFLA-GP. Dunn has continued to use these credit cards to make charges
28 outside the scope of their authorized use and has refused to pay for those charges.

1 Dunn continued using credits cards secured by McMurray for the purpose of funding
2 contingency cases he knew would be transferred to another entity. Dunn knew that the
3 charges would not be paid and McMurray would thus be personally liable for debts
4 now totaling more than \$40,000.

5 57. On or about February 9, 2012, without McMurray's knowledge and at the
6 behest of Cherry, Givens, and TCF-CCGSS, Dunn incorporated a new professional
7 corporation, counterdefendant Dunn Law, APC. Dunn obtained EIN No. 454525275
8 from the Internal Revenue Service ("IRS") for Dunn Law, APC.

9 58. On or about February 9, 2012, without McMurray's knowledge and at the
10 behest of Cherry, Givens, and TCF-CCGSS, Dunn established a new payroll bank
11 account for use by Dunn Law, APC under the name "The Cochran Firm Los Angeles"
12 and associated his new EIN number with that account. Dunn contacted the IRS and the
13 California Employment Development Department ("EDD") to report the new bank
14 account and provided both the IRS and the EDD with McMurray's name as the
15 reporting party and the responsible party for the payroll account. Dunn intended to
16 induce the IRS and the EDD to look to McMurray, as managing partner of TCFLA-
17 GP, the actual "The Cochran Firm Los Angeles," to satisfy the payroll tax withholding
18 liabilities that Dunn would generate by his new entity, Dunn Law, APC.

19 59. As early as February 2012, Dunn began passing off Dunn Law, APC as
20 "The Cochran Firm Los Angeles." On or about March 1, 2012, at the behest of
21 Cherry, Givens, and TCF-CCGSS, Dunn filed a Fictitious Business Name Statement in
22 the Los Angeles County Recorder's Office for "The Cochran Firm Los Angeles" (the
23 "DBA Statement"). The DBA Statement falsely represented that Dunn Law, APC was
24 the sole registered owner of "The Cochran Firm Los Angeles," however, Dunn Law,
25 APC is not a party to the 2007 partnership agreement nor the operative 2010 amended
26 partnership agreement for TCFLA-GP.

27 60. On or about February 16, 2012, at the behest of Cherry, Givens, and TCF-
28 CCGSS, Dunn filed another Fictitious Business Name Statement in the Los Angeles

1 County Recorder's Office for "The Cochran Firm California." This statement
2 represented that Dunn Law, APC was the sole registered owner of "The Cochran Firm
3 California." Without McMurray's knowledge, Dunn established bank accounts for
4 "The Cochran Firm California" at Bank of the West.

5 61. In June and July 2012, at the behest of Cherry, Givens, and TCF-CCGSS,
6 Dunn and Barrett filed Notices of Firm Name Change in several TCFLA-GP cases then
7 pending in both state and federal court fraudulently stating that TCFLA-GP had
8 "changed its name" to The Cochran Firm California. Dunn and Barrett filed those
9 notices with the intent of inducing the opposing parties in those cases to write any
10 settlement checks to be paid to the order of "The Cochran Firm California," an entity
11 controlled by Dunn, even though TCFLA-GP funded and litigated those cases.

12 **E. FRAUDULENT COMMUNICATIONS TO BANK IN ATTEMPT TO**
13 **OBTAIN TCFLA-GP'S ASSETS**

14 62. On or about June 12, 2012, in order to take control of TCFLA-GP's bank
15 accounts, Dunn sent by email to a Bank of America representative a PDF scan of the
16 fraudulent DBA Statement. Dunn represented in his email that The Cochran Firm Los
17 Angeles was exclusively owned by Dunn Law, APC.

18 63. As a result of Dunn's action, McMurray, who was a signatory on all bank
19 accounts, was prevented from accessing firm funds.

20 **F. FRAUDULENT DIVERSION OF TCFLA-GP'S CASE SETTLEMENT**
21 **CHECKS INTO DUNN'S ENTITY**

22 64. As part of the fraudulent takeover of TCFLA-GP, and at the behest of and
23 direction of Cherry, Givens, and TCF-CCGSS, Dunn siphoned hundreds of thousands
24 of dollars in case settlement proceeds properly belonging to TCFLA-GP to his Dunn
25 Law, APC entity, operating as "The Cochran Firm California." Dunn did the following
26 acts without McMurray's knowledge, and with the intent to deprive McMurray and
27 TCFLA-GP of funds that were due them.

1 65. For example, on or before April 18, 2012, Dunn sent an IRS form W9 by
2 email to opposing counsel in *Washington v. City of Los Angeles*, in which TCFLA-GP
3 represented Plaintiff, so that opposing counsel could write a \$950,000 settlement check
4 in the case. Dunn knowingly and falsely identified TCFLA-GP as the pertinent
5 taxpayer and, on April 18, 2012, deposited the settlement check into a Bank of the
6 West bank account belonging to “The Cochran Firm California,” rather than the Bank
7 of America account belonging to TCFLA-GP. Dunn retained the share of fees that
8 should have gone to reimburse TCFLA-GP and pay McMurray.

9 66. On or about June 13, 2012, Dunn wrote two checks totaling \$87,570 drawn
10 directly on TCFLA-GP’s client trust account. The memo lines on the checks indicate
11 that the funds represented settlement proceeds from two cases of TCFLA-GP named
12 *Young and Wright*. Dunn fraudulently made out the checks to the order of “The
13 Cochran Firm” to hide his intent to deposit the checks into a different bank account,
14 knowing that if McMurray were to see the checks he would be less likely to
15 investigate. Dunn then deposited those checks into the secret bank account of “The
16 Cochran Firm California,” maintained at Bank of the West.

17 67. On information and belief, at the behest of Cherry and Givens, Dunn and
18 Barrett fraudulently diverted settlement proceeds worth hundreds of thousands of
19 dollars from many more of TCFLA-GP’s cases into the bank accounts of “The
20 Cochran Firm California” owned by Dunn’s entity Dunn Law, APC and have refused
21 to reimburse TCFLA-GP and McMurray for such proceeds. The sources of this
22 information include the list of pending cases of TCFLA-GP, conversations with the
23 court-appointed Receiver, David Ray, opposing counsel in some of those cases, and
24 representations made by Dunn in Los Angeles County Superior Court Case No. BC
25 480203, the co-pending case involving the dissolution of TCFLA-GP. For example,
26 Dunn and Koplow, directed by Cherry, secretly misappropriated McMurray’s share of
27 the proceeds in the case of *Natasha Brown*, settled on or about October, 2011 for
28 \$1,500,000.00.

1 68. Also, on or about October 8, 2012, at Cherry and Givens' direction, Barrett
2 and Dunn knowingly and fraudulently used a similar scheme as in the preceding
3 paragraph to direct a \$750,000 settlement check made payable to TCFLA-GP from the
4 *Jennings v. Days Inn* matter to be deposited into the bank account for The Cochran
5 Firm California.

6 **G. FRAUDULENT WIRE COMMUNICATIONS DIRECTING THE**
7 **DISRUPTION OF MCMURRAY'S ABILITY TO PRACTICE LAW**

8 69. As part of Counterdefendants' plan to take over TCFLA-GP and siphon its
9 assets into Dunn's competing entity so as to protect and further the "The Cochran
10 Firm" scheme, Cherry, Givens, and TCF-CCGSS directed Dunn and Dunn's agent, Jim
11 Oates ("Oates"), to disrupt TCFLA-GP's IT systems and McMurray's ability to trace
12 assets, cases and practice law. The purpose of these actions was to compel McMurray
13 to permanently leave the physical premises of TCFLA-GP, leaving Dunn in day-to-day
14 control. The following are examples of actions taken to this end:

15 70. On or about February 9, 2012, at the behest and direction of Cherry,
16 Givens, and TCF-CCGSS and communicated via email or telephone, Dunn directed
17 Oates to block McMurray's outgoing and incoming emails. Oates accomplished this
18 via the internet.

19 71. On or about June 14, 2012, at the behest and direction of Cherry, Givens,
20 and TCF-CCGSS, communicated via email or telephone, Dunn directed Oates to
21 arrange with Go Daddy to transfer the domain name "thecochranfirmlosangeles.com"
22 away from TCFLA-GP to either Dunn Law, APC or TCF-CCGSS. Oates
23 accomplished this via the internet or telephone.

24 72. The purpose of the transfer was to create a false basis for allegations against
25 McMurray and TCFLA-GP in this lawsuit, filed shortly thereafter. The first sentence
26 of allegations in this lawsuit states: "This action arises from the unauthorized use of the
27 trade name and trademark THE COCHRAN FIRM LOS ANGELES and the domain
28 name "www.thecochranfirmlosangeles.com". Plaintiff knew that the domain name was

1 transferred by Oates and that McMurray had no remaining control or participation in
2 The Cochran Firm Los Angeles. The lawsuit was brought for the sole reason to
3 diminish any asset distribution to McMurray in the pending dissolution proceedings.
4 Both Dunn and Barrett conspired with TCF-CCGSS in filing suit against their own
5 partnership.

6 **H. FRAUD AGAINST MCMURRAY, EDD, AND IRS**

7 73. On or about February 9, 2012, Dunn, at the direction of Cherry, established
8 an account with the Employment Development Department of the State of California
9 (“EDD”) identifying all former TCFLA-GP employees that are now employees of the
10 “reestablished” Los Angeles office of The Cochran Firm, Dunn Law, APC. From
11 February 9, 2012 to date, notwithstanding the collection of EDD taxes from his
12 employees’ paychecks, Dunn failed and refused to remit payroll taxes to the EDD.
13 Dunn, at the behest of Cherry, intentionally did not report himself or his entity as a
14 responsible party for taxation purposes.

15 74. On April 18, 2012, in response to a request from the City of Los Angeles
16 for a completed W-9 identifying for tax purposes the name and tax ID number of the
17 entity to whom the \$950,000 settlement amount mentioned above would be paid, at the
18 direction of Cherry and Givens and in conspiracy therewith, Counterdefendant Dunn
19 transmitted by means of mail and email to the City of Los Angeles an IRS form W-9
20 identifying TCFLA-GP and its federal tax ID number. Dunn intended that the City of
21 Los Angeles would transmit the form by means of the mail or wire to the IRS. His
22 sending the form constituted a fraudulent representation made for the purposes of (a)
23 inducing the IRS to look to TCFLA-GP and McMurray for the tax liability associated
24 with the settlement payment, despite the fact that Dunn intended to deposit the check
25 into the bank account of a separate entity under his sole control; and (b) defrauding the
26 United States and evading tax liability in violation of 26 U.S.C. sections 7201 and
27 7206(a).

1 75. On information and belief, other fraudulent W-9 forms were issued using
2 TCFLA-GP's tax ID number in order to impose tax liability on McMurray for earnings
3 he never received and for the purpose of tax evasion. As a result of this fraudulent W-9
4 reporting, the IRS has placed a lien in excess of \$160,000.00 on McMurray's assets.

5 76. In or around February of 2013, the EDD issued a final notice of levy
6 addressed to TCFLA-GP and McMurray to pay over \$ 40,000 in EDD taxes and
7 warning that McMurray's assets would be levied. The notice was sent to the old
8 address, currently occupied by Counterdefendants' firm. Dunn did not pay the amount
9 due and deliberately concealed the letter from McMurray.

10 77. On February, 21, 2013 the EDD levied all McMurray's bank accounts,
11 including his joint spousal account and children's accounts where McMurray was a co-
12 signatory. The entire family was abruptly left with no access to funds. McMurray
13 notified Dunn and made a demand that the tax debt be paid; Dunn did not pay. In
14 response to an EDD inquiry Dunn, at the direction of Cherry, falsely stated that
15 McMurray was a partner of the responsible entity. Dunn clearly knew that the EDD
16 would proceed with the levy and seize funds from McMurray's personal and family
17 accounts. Dunn's letter was faxed to the EDD on March 3, 2013 for the sole purpose of
18 causing the EDD to execute the improper levy.

19 78. At the direction of Cherry and Givens and in conspiracy therewith,
20 Counterdefendant Dunn transmitted by telephonic facsimile a letter to the EDD falsely
21 stating that TCFLA-GP existed and was active until May 22, 2012, and that McMurray
22 was its managing and reporting partner up to that date. As a result EDD has liened any
23 future tax refunds due McMurray.

24 ///

FIRST COUNTERCLAIM FOR RELIEF
(Civil RICO 18 U.S.C. §§ 1962(c) and (d) The Cochran Firm, P.C.
as RICO enterprise
Against Counterdefendants TCF-CCGSS, Cherry, Givens,
Dunn, Barrett, and Koplow.

79. McMurray re-states and re-alleges the facts set forth in all the paragraphs above as though fully set forth herein.

80. The Cochran Firm is a RICO enterprise (“the Enterprise”)¹. The Second Amended Complaint (SAC ¶ 7), identifies the Enterprise as an Alabama corporation, but it is not a registered entity in Alabama. If it is not a corporation, the Enterprise is an ongoing association-in-fact organization comprised of Cherry and Givens, associated for the common purpose of negotiating with attorneys and law firms to establish Cochran Firm law offices in various cities, acquiring and asserting the “THE COCHRAN FIRM” trademark, licensing the trademark, collecting license fees and promoting the nationwide firm through internet websites. This structure and lawful activity of the association-in-fact are distinct from the pattern of racketeering described in these Amended Counterclaims. The Enterprise has functioned as a continuing unit managed by Cherry and Givens for at least 10 years and continues into the future. With offices, attorneys and clients in several states such as Alabama, California, Florida and Tennessee, both the lawful activity and pattern of racketeering effect interstate commerce.

81. Counterdefendants Cherry and Givens as the managers conduct the affairs of the Enterprise, with the aid of co-conspirators, Dunn, Barrett, and Koplow, who are associated therewith. These five individuals have been acting in concert and conspiracy and as agents of one another in conducting the affairs of the Enterprise in many states utilizing fraudulent interstate mail and wire communications, as described in the factual background of these Amended Counterclaims.

¹ Note, Plaintiff, The Cochran Firm P.C. is *not* a defendant in this counterclaim.

1
2 82. From 1999 to the present, Cherry and Givens, with the aid of co-
3 conspirators Dunn, Barrett and Koplow, also conducted the affairs of the Enterprise
4 through acts of mail fraud, wire fraud and bank fraud, to induce attorneys to participate
5 in the law firm, and to falsely believe they are partners in the firm, so they build their
6 practices and the reputation of the firm. The racketeering activity differs from the lawful
7 activities by fraudulently ousting attorneys that have been led to believe they are
8 partners, diverting funds, defrauding creditors by transferring away assets and
9 receivables of the attorney or local firm, defrauding federal and state tax authorities
10 including the IRS and California EDD, and depriving clients of recourse and recovery if
11 they have negligence, malpractice or other claims against the Enterprise.

12 83. Cherry and Givens are shareholders and partners of TCF-CCGSS and THE
13 FIRM, Inc. and other entities that are associated with and conduct the affairs of the
14 Enterprise.

15 84. Dunn is a Partner in TCFLA-GP, which purports to be associated with the
16 Enterprise. Dunn is further associated with the Enterprise by cooperating and conspiring
17 with Cherry and Givens to remove McMurray from TCFLA-GP, divert settlement funds
18 therefrom, fraudulently impose IRS and EDD fees on McMurray and usurp the
19 partnership bank account as detailed in the factual background above.

20 85. Barrett is associated with the Enterprise by practicing law in TCFLA-GP
21 and by becoming a partner in the firm with McMurray and Dunn. Barrett agreed to join
22 the conspiracy with Cherry and Givens, agreed to commit acts of mail fraud and wire
23 fraud knowing these acts were part of a pattern of racketeering. Barrett engaged in wire
24 fraud and mail fraud in voting McMurray out of McMurray's own firm, aiding
25 Counterdefendants in re-establishing the Los Angeles Office, and diverting TCFLA-GP
26 partnership asserts to the Enterprise's newly established Los Angeles Office.

27 86. Koplow's association with the Enterprise arises from her service as the
28 chief financial officer of TCFLA-GP. Sometime in 2008, Koplow joined the conspiracy

1 with Cherry and Givens, and engaged in fraudulent acts described herein that she knew
2 were part of a pattern of racketeering. In particular, on information and belief as learned
3 from a forensic accountant's report commissioned by the Receiver in the state case, in
4 2008, 2009, and 2010, Koplow recorded bogus loans to McMurray in the partnership's
5 tax returns in order to disguise funds fraudulently transferred to Cherry, Givens, and
6 Dunn for which she had not issued 1099s and K-1s. Also, in February 2012, Koplow
7 facilitated the fraudulent transfer of funds from TCFLA-GP to the Enterprise, and
8 fraudulently caused the tax liabilities that were incurred by The Cochran Firm
9 California (the "reestablished" entity controlled by Counterdefendants) to be reported as
10 liabilities of McMurray. Koplow also passed on confidential information to Cherry and
11 Givens to enhance the Enterprise's revenue and position of control over TCFLA-GP.

12 87. Commencing at least as early as 2006 with respect to McMurray (and as
13 early as 2003 with respect to other victims such as attorney Julian Bolton) and
14 continuing to the present, these Counterdefendants engaged in a series of continuous,
15 related acts to induce in attorneys and clients the false belief that the attorneys are
16 partners in a national firm. These Counterdefendants engage in wire fraud by
17 advertising the Enterprise firm on the internet as a single nationwide partnership. Later,
18 when the attorney or client asserts rights or benefits pertaining to the partnership, the
19 sham is revealed that there is no nationwide partnership: clients are deprived of the
20 recourse they thought they had in dealing with a nationwide firm; and attorneys lose
21 their position, receivables and more. By acts of wire fraud, mail fraud and bank fraud,
22 these Counterdefendants oust the attorneys from the firm, usurping their assets,
23 receivables, bank accounts, and cases.

24 88. The scheme's very nature requires that a number of years must pass
25 between stages of execution of the plan. Thus, the predicate acts in furtherance thereof
26 are continuous notwithstanding seeming gaps of years. The attorneys build their
27 practices and clients' litigation takes years to come to fruition. The steps that build on
28 one another over time and have commonality, so the acts are continuous and related.

1 They are not isolated acts; rather they have the same method of commission through
2 fraudulent representation by mail, wire or internet; the same goal and result of
3 misleading and defrauding attorneys and clients; and depriving the victim – lawyer and
4 client alike – of recourse and monies due.

5 89. By the acts alleged with specificity in the factual background and
6 accompanying RICO statement, Counterdefendants defrauded McMurray and others.
7 On April 21 2003, Cherry and Givens mailed a letter to McMurray fraudulently
8 representing that he had been elevated to name partner of the local office of the Cochran
9 Firm. McMurray’s status was advertised on the website and firm letterhead.
10 Nonetheless, unbeknownst to McMurray, on September 30, 2004 Cherry and Givens
11 sent a contradictory representation to the State Bar indicating McMurray was not a
12 partner.

13 90. McMurray was informed in mid-2006 that Counterdefendants no longer
14 wanted to finance the Los Angeles office and offered to McMurray the right to acquire
15 and take over the office and practice as “The Cochran Firm Los Angeles,” in exchange
16 for assuming the office’s debts and liabilities. The representations were fraudulent, as
17 Counterdefendants never intended to convey the foregoing rights to McMurray.

18 91. In or around early 2010 Counterdefendants fraudulently concealed from
19 McMurray that his trusted chief financial officer Koplow had joined the conspiracy and
20 at the direction of Cherry and Givens defrauded the IRS with fraudulent
21 characterizations of income earned by TCFLA-GP, attributing excess income to
22 McMurray that should have been attributed to others.

23 92. On or around September 24, 2007 and again on June 7, 2011 by fraudulent
24 wire communication, Cherry and Givens caused the cover sheet and abstract of the
25 “Assignment” of the ‘153 Reg. to give the appearance that the new owner of the
26 registration was the Enterprise, when the assignment was to TCF-CCGSS. Cherry and
27 Givens use this fraudulent appearance to assert the trademark on behalf of the
28

1 Enterprise, against McMurray and presumably others, when it does not hold the rights
2 asserted.

3 93. On or about February 9, 2012, Counterdefendant Dunn, at the behest of
4 Cherry and Givens and in conspiracy therewith, transmitted by means of the mail or
5 interstate wires to the Internal Revenue Service (“IRS”) in the District of Columbia
6 false and fraudulent representations that McMurray was the responsible and reporting
7 party with regard to the payroll tax liabilities generated from a payroll bank account
8 that had been established by Dunn on February 9, 2012 without McMurray’s
9 knowledge. Under the direction of Cherry and Givens, Dunn made these false and
10 fraudulent representations to the IRS for the purpose of inducing the IRS to look to
11 McMurray for the payroll tax liabilities for which Dunn was responsible on behalf of a
12 separate entity under Dunn’s – and not McMurray’s – sole control.

13 94. On or about February 9, 2012, Counterdefendant Dunn, at the direction of
14 Cherry and Givens and in conspiracy therewith, transmitted by means of the mail or
15 interstate wires to the EDD that falsely and fraudulently represented that
16 Counterclaimant McMurray was the responsible and reporting party with regard to the
17 payroll tax liabilities generated from a payroll bank account that had been established by
18 Dunn on February 9, 2012 without McMurray’s knowledge. Dunn made these false and
19 fraudulent representations to the EDD for the purpose of inducing the EDD to look to
20 McMurray for the payroll tax liabilities for which Dunn was responsible on behalf of a
21 separate entity under his sole control.

22 95. On or about March 1, 2012, At the direction of Counterdefendant Cherry
23 and in conspiracy therewith, Counterdefendant Dunn placed in the mail to the Office of
24 the Recorder of Los Angeles County, and caused to be published in a newspaper of
25 general circulation in the county, a Fictitious Business Name Statement (“DBA
26 Statement”) that falsely and fraudulently represents that Dunn Law, APC, an entity
27 solely owned by Dunn, is the sole owner of an entity called “The Cochran Firm Los
28 Angeles.”

1 96. On or about April 18, 2012, at the behest of Cherry and Givens and in
2 conspiracy therewith, Counterdefendant Dunn, without authorization, caused a
3 \$950,000 settlement check for TCFLA-GP to be deposited into the bank account that
4 Dunn had secretly established for his competing entity, The Cochran Firm California,
5 which was then unknown to McMurray. The settlement check had been received in
6 connection with the *Washington v. City of Los Angeles* case that belonged to TCFLA-
7 GP. Dunn knew at the time that the settlement check was written to be paid to the order
8 of "The Cochran Firm," by which was meant TCFLA-GP, which had prosecuted the
9 matter, and that it was meant to be deposited into the latter entity's client trust account.

10 97. On or about May 22, 2012, Counterdefendant Barrett, acting upon the
11 instructions of Cherry, Givens, and Dunn, sent via email to McMurray a letter of
12 resignation representing that Barrett was resigning from the TCFLA-GP partnership.
13 Barrett concealed from McMurray the fact that his purpose in resigning from the
14 partnership was to enable Dunn to be co-liquidator of the partnership and allow him to
15 use that status to fraudulently divert TCFLA-GP's assets into The Cochran Firm
16 California.

17 98. On or about October 8, 2012, without McMurray's knowledge,
18 Counterdefendant Barrett fraudulently deposited a \$750,000 settlement check from the
19 *Jennings v. Days Inn* matter (in which TCFLA-GP represented the plaintiff) that was
20 intended for and payable to TCFLA-GP, to be deposited into the Bank of the West bank
21 account for Dunn's The Cochran Firm California. Barrett knew at the time that the
22 settlement check had been made out to TCFLA-GP. The check had been endorsed to
23 The Cochran Firm Los Angeles pursuant to a lien placed on the case by Randy
24 McMurray as liquidator. Moreover, on information and belief, in order to obtain the
25 check, Barrett fraudulently submitted an IRS W-9 form identifying TCFLA-GP as the
26 payee for tax purposes, in similar fashion as in the *Washington* matter, by which Barrett
27 intended to pass off the associated tax liabilities to TCFLA-GP and McMurray.
28

1 99. On or before April 18, 2012, at the direction of Cherry and Givens and in
2 conspiracy therewith, Counterdefendant Dunn transmitted by means of the mail and
3 email to the City of Los Angeles an IRS form W-9 return that listed the name of
4 TCFLA-GP and identified its federal tax ID number. It was sent in response to a request
5 for a completed W-9 identifying for tax purposes the name and tax ID number of the
6 entity to whom the \$950,000.00 settlement amount mentioned above would be paid.
7 Dunn intended that the City of Los Angeles would transmit the form by means of the
8 mail or internet to the IRS. Dunn's sending the form constituted a fraudulent
9 representation made for the purpose of inducing the IRS to look to TCFLA-GP and its
10 managing partner, McMurray, for the tax liability associated with the settlement
11 payment, despite the fact that Dunn intended to surreptitiously deposit the check into
12 the bank account of a separate entity under his sole control. Dunn made this fraudulent
13 representation for the purpose of defrauding the United States and evading tax liability
14 in violation of 26 U.S.C. sections 7201 and 7206(a).

15 100. Throughout 2012, particularly, for example, in February and April of 2012,
16 Dunn, at Cherry and Givens' directions, made by mail and telephone, several false and
17 fraudulent representations to the EDD and IRS, consisting of payroll bank account
18 records, fraudulent W-9 forms, and other statements, indicating that income that had
19 actually been received and retained by The Cochran Firm California and TCF-CCGSS,
20 including settlement proceeds and retained payroll tax withholdings, had instead been
21 received by TCFLA-GP and that McMurray was the responsible party for the pertinent
22 tax liabilities. In February of 2013, Dunn, via telephone and facsimile transmission,
23 fraudulently confirmed to an EDD representative that McMurray was responsible for
24 these liabilities.

25 101. McMurray was injured in his business and property by loss of his practice,
26 loss of his investment in assuming the firm debt and \$900,000 loan for the rights he did
27 not receive, IRS taxes levied against him, EDD charges that are not for his employees,
28 liens on any future tax refunds, diverted cases and bank accounts, loss of reputation.

1 102. These Counterdefendants' pattern of racketeering activity in furtherance of
2 their unlawful scheme has been directed not only against McMurray, but also against
3 others.

4 103. For example, Attorney Julian T. Bolton was victimized by predicate acts in
5 furtherance of the unlawful scheme, in a pattern of acts uncannily similar to those
6 concerning McMurray. Bolton relied on fraudulent letters from Cherry and Givens in
7 2001 informing him that he was a partner, and then managing partner, of The Cochran
8 Firm in Tennessee. He built the law practice, developing accounts receivable over
9 several years, and received a percentage of receipts as managing partner. Bolton was
10 injured when in May 2004 Counterdefendants denied that he had true partnership and/or
11 managing partnership status in the firm, then ousted him, depriving him of his ability to
12 practice in the firm whose goodwill he had built. Significantly, he was deprived of his
13 income earned as managing partner, when Counterdefendants Cherry and Givens
14 directed the establishment of a separate office under the same name using the trademark
15 and fraudulently diverted Bolton's firm's receipts to the new firm – and refused to pay
16 Bolton the percentage he had earned as managing partner. Bolton was deprived of
17 monies earned and the benefit of the goodwill he had established in the practice. By the
18 methodology of the scheme, Cherry and Givens led Bolton to believe that he was a
19 partner – a managing partner, no less – and encouraged him to build up the firm and
20 receivables but never executed a formal partnership agreement. Thus, although Bolton
21 challenged his ouster, the intentional, fraudulent steps of Cherry and Givens' scheme
22 deprived him of the ability to recover from his injuries caused thereby.

23 104. Between August 1, 2003 and June 14, 2004 Cherry, through his agents,
24 made fraudulent representations that the Enterprise had an office in Memphis,
25 Tennessee to induce Hattie M. Neal to engage the Enterprise to litigate her wrongful
26 death case. However, when she later brought an action against the Enterprise for
27 professional negligence, Cherry, through his agents, indicated in interrogatory responses
28 on March 24, 2006 that their firm, TCF-CCGSS is an independent firm that is not "The

1 Cochran Firm”. By waiting until the statute of limitations expired before informing Ms.
2 Neal and the court that the law firm she sued was unrelated to the law office that injured
3 her and which she had been led to believe was a local office of a larger entity, Cherry
4 and Givens denied Ms. Neal recovery for damages for her claim against “The Cochran
5 Firm.”

6 105. Because many clients may have likewise relied on the fraudulent
7 representation describing The Cochran Firm as if it were a single national law firm
8 communicated by wire on the Counterdefendants’ websites, there are likely other clients
9 similarly deceived and injured.

10 106. Creditors of TCFLA-GP where McMurray practiced and where he was
11 managing partner, were on information and belief injured as a result of the diversion of
12 receipts and accounts receivable away from TCFLA-GP to Counterdefendants’ newly
13 “reestablished” office that used the identical “The Cochran Firm Los Angeles” business
14 name.

15 107. The Internal Revenue Service (“IRS”) was injured by being deprived of tax
16 payments due from these Counterdefendants, who knowingly and in concert reported to
17 the IRS McMurray as accountable party, using his tax ID in connection with payment of
18 income tax and employee withholdings for the new firm they were operating without
19 him as the “reestablished” Cochran Firm Los Angeles. These Counterdefendants were
20 well aware that McMurray had not incurred those liabilities and did not receive the
21 income or withholdings reported and he did not possess the funds to pay the IRS.

22 108. The Employment Development Department of the State of California
23 (“EDD”) was injured by being deprived of tax payments due from these
24 Counterdefendants who knowingly and in concert identified to the EDD McMurray’s
25 tax ID as responsible for payroll tax withholdings for employees of the
26 Counterdefendants’ reestablished Cochran Firm Los Angeles. As these
27 Counterdefendants knew, McMurray did not receive the withholdings reported and did
28 not have the finances to pay the EDD.

1 109. Because of the similarities of the schemes that deprived Bolton and
2 McMurray of their respective incomes, receivables and firm goodwill, on information
3 and belief there are likely other attorneys injured by the same pattern of conduct, not
4 currently known to McMurray.

5 110. The series of predicate acts of mail fraud, wire fraud and bank fraud were
6 both related and continuous, forming a pattern of racketeering activity. The various
7 fraudulent letters and wire communications by these Counterdefendants are all related
8 because they all have the same or similar purposes to mislead clients and attorneys into
9 believing there is a single nationwide partnership. They have similar results in that the
10 victims are deprived of money they were due or would have received absent the fraud
11 and may have additional loss and injury. The participants in the fraud are the
12 Counterdefendants. The victims are those who work for or hire the Enterprise. The
13 method of commission is use of misleading internet, mail fraud, wire fraud and
14 concealment. The predicate acts are not isolated events.

15 111. The predicate acts applied against various victims are continuous because
16 the scheme is carried out over a number of years through a series of steps to induce and
17 eventually defraud. The conduct by its nature projects into the future with a threat of
18 repetition.

19 112. The unlawful acts of Counterdefendants have proximately caused financial
20 loss and injury to the business and property of Randy H. McMurray, Randy H.
21 McMurray, P.C., Julian Bolton, Hattie Neal, the IRS, California EDD and others who
22 relied on fraudulent misrepresentations promulgated by Counterdefendants.

23 **SECOND COUNTERCLAIM FOR RELIEF FOR FRAUD**

24 **[Against TCF-CCGSS, Cherry, Givens, Dunn, Koplow and Barrett]**

25 113. McMurray re-states and re-alleges the facts set forth in all the paragraphs
26 above as though fully set forth herein.

27 114. On or about the beginning of 1999 through 2007, Counterdefendants
28 Cherry and Givens, on behalf of TCF-CCGSS, falsely and fraudulently continued to

1 affirmatively represent to McMurray that McMurray was a partner of their entity with
2 the full legal rights of a law firm partner as understood under the uniform partnership
3 and California business law. These representations were both verbal, in writing
4 memorialized in the April 21, 2003 letter signed by Cochran, Givens, and Cherry, and
5 implied through Cherry and Givens' encouraging McMurray to invest time, labor,
6 resources, effort, and goodwill into their firm. Their representations were also implied
7 through Counterdefendants' actions in actively advertising McMurray as their managing
8 partner.

9 115. During this same time period, Cherry and Givens, on behalf of TCF-
10 CCGSS, falsely and fraudulently concealed the registration by Cochran on behalf of
11 Cherry and Givens of the "The Cochran Firm" mark, the assignment by Cochran's
12 estate of that mark, and Cherry and Given's claim to that mark on behalf of TCF-
13 CCGSS.

14 116. For example, in December of 2006, Cherry and Givens proposed to
15 McMurray that McMurray acquire ownership of their Los Angeles operation in
16 exchange for assuming the office's debts, assuming liability for a pending lawsuit
17 against the office, assuming the lease, and financing its operations.

18 117. In reliance on Cherry and Givens' representations and with their consent, in
19 February of 2007, McMurray formed The Cochran Firm Los Angeles, a General
20 Partnership, with Counterdefendant Dunn. Also in reliance on Cherry and Givens'
21 representations and with their consent, the 2007 partnership agreement stated that
22 McMurray and Dunn would have an independent right to use the "Cochran" name
23 between themselves or in conjunction with others.

24 118. In May of 2007, in reliance on Cherry and Givens' representations that
25 McMurray was now owner of the Los Angeles office, and to his own detriment,
26 McMurray obtained a \$900,000 commercial loan for TCFLA-GP's use and secured it by
27 placing his own personal residence under a deed of trust as collateral.
28

1 119. As partners, Cherry and Givens owed McMurray a duty to disclose all
2 material information, including that his ownership of the Los Angeles office would in
3 fact not include the right to use the “Cochran” name. Cherry and Givens owed
4 McMurray a duty to disclose that on or about September of 2007 they had secretly
5 obtained an assignment of the “The Cochran Firm” mark and ‘153 Reg. from the Estate
6 of Johnnie L. Cochran Jr.

7 120. Had McMurray known of the existence of the trademark registration and
8 assignment, he would not have assumed liabilities, invested his own money, and placed
9 his residential home at risk to acquire an entity having no rights to use the Mark and
10 “Cochran” name, or he would not have financed the Los Angeles office or made
11 additional investments without obtaining contractual rights to use the mark.

12 121. When Cherry and Givens made representations to McMurray that he was a
13 partner and an independent owner of the Los Angeles office and concealed their true
14 intentions to secretly maintain control of the Los Angeles office by their possession of
15 an assignment of the Mark, they knew those representations to be false and misleading
16 and those representations were made by Counterdefendants with the intent to defraud
17 and deceive McMurray and with the intent to induce McMurray to act in the manner
18 alleged herein.

19 122. When Cherry and Givens made these fraudulent representations to
20 McMurray they had no intention to honor McMurray’s rights as a partner as is
21 evidenced by later disclosure of their claim of exclusive control over the Mark.

22 123. The representations made by Cherry and Givens and the implications of
23 their actions were in fact false and deceptive. The true facts were that Cherry and
24 Givens intended that McMurray to make large investments and that they would then
25 seize and take over the Los Angeles office and its assets by use of the Mark.

26 124. McMurray did not discover the federally registered trademark until
27 February 6, 2012 when he first received a cease and desist letter from Cherry and
28 Givens on behalf of TCF-CCGSS. McMurray’s reliance on Cherry and Givens’

1 representations was justifiable because McMurray was in a partnership and fiduciary
2 relationship with Cherry and Givens.

3 125. On January 22, 2012, Counterdefendants Cherry, Givens, and Dunn had a
4 meeting in South Beach, Florida in which they devised a fraudulent scheme to take over
5 TCFLA-GP and divert its assets into their own entities. In furtherance of this scheme, in
6 February of 2012, Dunn incorporated his own professional corporation doing business
7 as "The Cochran Firm California," he fraudulently opened a payroll account for "The
8 Cochran Firm Los Angeles" and reported McMurray's name as the responsible party
9 for tax purposes, and he recorded a fraudulent fictitious business name statement falsely
10 stating that Dunn's entity, Dunn Law, APC was the sole owner of The Cochran Firm
11 Los Angeles. Between February of 2012 and the present day, Dunn and Barrett diverted
12 referral fees and settlement checks intended for TCFLA-GP to The Cochran Firm
13 California and TCF-CCGSS. Counterdefendants deliberately concealed from
14 McMurray these actions and their intent to take over TCFLA-GP and divert its assets.

15 126. Had McMurray known of Counterdefendants' fraudulent scheme and
16 actions, he would have sooner taken steps to prevent the diversion of TCFLA-GP's
17 assets. McMurray did not suspect that Counterdefendants would take these actions, in
18 justifiable reliance on his fiduciary relationship with Dunn and Barrett as partners.

19 127. In 2008 and 2009, Counterdefendant Koplow, at the direction of Cherry,
20 Givens, and Dunn, falsely and fraudulently inserted into McMurray's corporate tax
21 returns records of bogus, non-existent loans purportedly from McMurray to TCFLA-
22 GP. Koplow buried the loans in the middle of lengthy tax returns with the intent to
23 make them difficult to detect. Koplow concealed these bogus loans, intending that
24 McMurray would rely on Koplow due to her duties to him as an employee and financial
25 records keeper, and with the purpose of passing Counterdefendants' tax liability on to
26 McMurray without disclosure.

27 128. In or around September of 2011, Counterdefendant Koplow, at the
28 direction of Cherry, Givens, and Dunn, falsely and fraudulently represented to

McMurray that TCFLA-GP would not be able to make payroll and that McMurray should make an urgent loan to the partnership to address the shortfall. Koplow made the request knowing that the partnership had adequate funds to make payroll and knowing that Cherry and Givens would soon oust McMurray and take control of TCFLA-GP's assets. In reliance on Koplow's misrepresentation, McMurray made an urgent \$115,000 loan to the partnership. Koplow subsequently fraudulently mis-recorded that loan in the partnership's accounting records as a repayment of the abovementioned bogus loans from the partnership to McMurray.

129. McMurray's reliance on Koplow's representations were justifiable due to the fiduciary duties and duties of loyalty that Koplow owed McMurray as an person handling all McMurray's finances. McMurray never recouped the money he invested and was damaged by the deceit.

130. As a result of the misrepresentations and concealment herein alleged, Counterclaimants McMurray have been damaged in an amount to be proved at trial.

131. In doing the herein-alleged acts, Counterdefendants acted with oppression, fraud, and malice, and McMurray is thus entitled to punitive damages.

THIRD COUNTERCLAIM FOR RELIEF

Tortious Interference With Prospective Business Advantage Against Counterdefendants, [TCF-CCGSS, Cherry, Givens, Dunn, and Barrett]

132. McMurray re-states and re-alleges the facts set forth in all the paragraphs above as though fully set forth herein.

133. An economic relationship exists between McMurray and potential clients and other members of the public containing the probability of future economic benefit to McMurray. An economic relationship also existed between McMurray as managing partner of TCFLA-GP and the employee attorneys and staff of TCFLA-GP (until the relationship was severed by these counterdefendants upon Dunn's and Barrett's "conversion" of the TCFLA-GP firm to The Cochran Firm California under the direction of and in concert with Cherry, Givens and TCF-CCGSS).

1 134. These Counterdefendants have knowledge of the existence of the foregoing
2 relationships and potential relationships.

3 135. Counterdefendants engaged in a series of intentional acts as described
4 herein, designed to disrupt the foregoing relationships. Counterdefendants have
5 interfered with McMurray's prospective economic advantage and prospective business
6 relations using wrongful means and for improper purposes, as described herein.

7 136. The conduct and actions of Counterdefendants was malicious, willful,
8 wrongful, intentional, and without any right or entitlement whatsoever, with the purpose
9 and intent to injure McMurray.

10 137. As a direct and proximate result of Counterdefendants' conduct, actual
11 disruption of the relationships has occurred.

12 138. McMurray has suffered damages to his business and property proximately
13 caused by the acts of Counterdefendants.

14 **FOURTH COUNTERCLAIM FOR RELIEF**

15 **Cancellation Of Trademark Registration Under 15 U.S.C. §§ 1051 *Et Seq.***

16 **Against "The Cochran Firm, P.C." and TCF-CCGSS**

17 139. McMurray re-states and re-alleges the facts set forth in all the paragraphs
18 above as though fully set forth herein.

19 140. McMurray owns valuable rights in the mark THE COCHRAN FIRM in
20 connection with services similar or identical to those identified in US Trademark
21 Registration No. 2,930,153 (both the registration and its precursory application referred
22 to herein as the "'153 Reg.'). McMurray's renown stemming from his many years'
23 work as a trial lawyer, including as an associate and partner of Cochran, and as a
24 member of Cochran's law firm in Los Angeles, which has long done business as "The
25 Cochran Firm", as well as his continuing work with and management of the Los
26 Angeles firm after the death of Cochran and formation of a new law partnership under
27 the "The Cochran Firm Los Angeles" name, extends throughout the Southern California
28 region and North America.

1 141. In 2004, Cochran executed a “Grant and Assignment” document in which
2 he assigned his rights and interest in his law practice, including the goodwill associated
3 therewith, to a trust entity.

4 142. According to the document, Cochran’s rights to the mark THE COCHRAN
5 FIRM, including the then-pending trademark application that matured into the ‘153
6 Reg., were not assigned as part of the Grant and Assignment. Cochran never executed
7 or recorded an assignment of his rights in the pending ‘153 Reg., which was filed in his
8 name as an individual and remained so until his death.

9 143. In July 2004, a Declaration containing several unsupported allegations of
10 fact was filed in the Trademark Office in support of Cochran’s application to register
11 THE COCHRAN FIRM, in order to show the mark had acquired distinctiveness and
12 was registrable on the Principal Register.

13 144. Although it was ostensibly signed by Cochran, the signature on the
14 Declaration is not his true signature, thus someone else and not he executed the
15 Declaration.

16 145. The mark THE COCHRAN FIRM was not used in commerce since at least
17 as early as May 1, 1998, as averred in the Declaration.

18 146. The mark THE COCHRAN FIRM was not “extensively advertised on TV,
19 radio, and in print media” since at least as early as 1998, as averred in the Declaration.

20 147. National and local advertising expenditures promoting the mark THE
21 COCHRAN FIRM in connection with applicant’s legal services “from 1998 until and
22 including the first quarter of 2004” were not in excess of USD\$ 10,000,000.00, as
23 averred in the Declaration.

24 148. The Declaration’s remaining averments of fact are also untrue.

25 149. At the time of his death, the ‘153 Reg. was unassigned, in Cochran’s name
26 as an individual.

27 150. The business and goodwill in Cochran’s law practice were not assigned or
28 otherwise transferred to the estate from the trust. On information and belief, following

1 Cochran's death, ownership of the '153 Reg. passed to Cochran's estate (the "Estate")
2 without the goodwill associated with the mark, the goodwill having the previous year
3 been separately assigned to the trust entity.

4 151. Cochran's estate did not practice law, nor did it provide professional legal
5 services, (the services identified in the '153 Reg.), during the period since the '153 Reg.
6 has been extant.

7 152. Neither Cochran nor the Estate had in place any valid, legally effective
8 executed license agreement between it and the trust or Plaintiff governing use of THE
9 COCHRAN FIRM mark at the time of Cochran's death in 2005.

10 153. In 2007, the Estate executed and had recorded in the Trademark Office an
11 "Assignment" of its entire purported interest in the '153 Reg. to TCF-CCGSS. The
12 document is silent regarding the preceding two years during which the Estate
13 purportedly owned the mark and registration but the separate trust entity owned the
14 goodwill. Because the business and goodwill in the mark were never transferred, owned
15 by, nor inured to the Estate, the assignment to TCF-CCGSS was naked, and the '153
16 Reg. is invalid.

17 154. No trademark license agreement exists nor was one ever entered into
18 between Plaintiff and McMurray or TCF-CCGSS and McMurray, neither with
19 McMurray individually nor as managing partner of TCFLA-GP. The Parties have not by
20 writing nor implication emplaced terms governing goodwill in connection with the
21 mark, nor quality control, nor were these terms contemplated in any unsigned draft
22 agreements provided to McMurray. Significantly, neither Plaintiff nor TCF-CCGSS
23 exercised control over the quality of services provided by McMurray or TCFLA-GP,
24 including without limitation control over McMurray's and TCFLA-GP's marketing
25 materials, and over the premises at the Los Angeles office. There is thus no valid
26 license that exists even implicitly between the parties, and if such license were found to
27 exist it would be without the business and goodwill of the mark and thus naked,
28 therefore the '153 Reg. is invalid.

1 155. Similarly, Plaintiff does not have and/or did not always have valid
2 trademark license agreements with all of its other purported licensees/affiliates
3 providing for the goodwill generated by use of the subject mark of the '153 Reg. to
4 inure to the owner of the mark and providing Plaintiff with a measure of quality control,
5 nor did it exercise appropriate control over its licensees.

6 156. McMurray is not and for many years has not been a member of Plaintiff's
7 nor TCF-CCGSS' organizations and the parties to this proceeding are thus not part of
8 one single firm, nor otherwise comprising a common entity, as such terms are
9 commonly understood in the context of law practices.

10 157. On June 7, 2011, a Declaration of Continuing Use under Section 8 was
11 filed with a supporting specimen in the '153 Reg. in the name of "The Cochran Firm,
12 P.C.", in the Trademark Office. According to the Declaration, the supporting specimen
13 comprises "the Cochran Firm brochure". In the Declaration, Plaintiff identifies itself as
14 a corporation registered in Alabama even though there was no existing Alabama
15 corporation named "The Cochran Firm, P.C." at the time the Declaration was executed
16 and filed.

17 158. The foregoing 2011 specimen identifies a number of cities, including Los
18 Angeles, where Plaintiff allegedly maintains offices.

19 159. However, by way of example, TCFLA-GP is a separate and distinct
20 business organization from Plaintiff, as is borne out in TCFLA-GP's Amended and
21 Restated Partnership Agreement dated as of January 1, 2010, which does not identify
22 Plaintiff nor TCF-CCGSS or any of its individual shareholders as members of the LA
23 Partnership.

24 160. Plaintiff represents itself as "America's Law Firm", where consumers are
25 led to believe the firm is operating in 21 cities throughout the United States, in Atlanta,
26 Birmingham, Chicago, Dallas, Detroit, Dothan, Houston, Huntsville, Jackson, Las
27 Vegas, Los Angeles, Memphis, Miami, Minneapolis, Milwaukee, Mobile, New Orleans,
28 New York, Philadelphia, Tuskegee, and Washington DC.

1 161. However, Plaintiff is not organized as a law firm partnership or corporation
2 with satellite offices in the cities identified in the foregoing paragraph. Rather, Plaintiff
3 operates a licensing or franchising scheme with independent law practitioners in the
4 cities identified above concerning use of the THE COCHRAN FIRM mark. Plaintiff is
5 thus able to evade, and has in the past evaded, liability for its licensees’/franchisees’
6 acts of malpractice or other common shared liabilities of law firm partnerships and law
7 corporations, by denying it is a single, national firm.

8 162. Plaintiff has not operated as a single firm nor as an association through
9 valid licenses in the 21 cities identified in its specimen supporting its June 2011
10 Declaration.

11 163. To the extent they exist, Plaintiff’s rights in the THE COCHRAN FIRM
12 mark are invalid and unenforceable as a result of naked licensing and/or naked
13 assignment of the mark by Plaintiff and/or its predecessor(s) in interest.

14 164. The ‘153 Reg. is void as a result of naked licensing and/or naked
15 assignment of the mark by Plaintiff and/or its predecessor(s) in interest.

16 165. The ‘153 Reg. is void as a result of fraudulent statements made in the 2004
17 Declaration alleging acquired distinctiveness.

18 166. The ‘153 Reg. is void as a result of fraudulent signature on the 2004
19 Declaration filed in support of the registrability of the mark on the Principal Register.

20 167. The ‘153 Reg. is void as a result of fraudulent and deceptively misleading
21 statements made in the June 2011 Declaration of Continuing Use and supporting
22 specimen thereto.

23 168. The ‘153 Reg. is void because Plaintiff is a non-existent entity. Plaintiff
24 has perpetrated fraud by self-identifying in registration-related filings as “The Cochran
25 Firm, P.C.”, an Alabama corporation, when no such-named entity is registered in
26 Alabama.

1 169. The ‘153 Reg. is void because it fails to comply with formalities
2 governing identification of the registrant, as required under the Trademark Office rules
3 of practice.

4 170. Plaintiff’s misuse of the ‘153 Reg. is threatening McMurray’s ability to
5 conduct business and is interfering with same, to the detriment of McMurray and his
6 clients, as well as creditors of TCFLA-GP.

7 171. Plaintiff is not the owner of the ‘153 Reg. Had Plaintiff provided the
8 Court with the actual trademark assignment document rather than the incorrect abstract
9 in its moving papers, it would have revealed the ‘153 Reg. was assigned to TCF-
10 CCGSS, not Plaintiff, obviating Plaintiff’s claims of irreparable injury and exposing
11 the fraudulent basis upon which the extant preliminary injunction was sought.

12 172. The aforementioned conduct alleged with particularity above constitutes
13 fraud on the U.S. Trademark Office with respect to the ‘153 Reg. As a result of
14 Plaintiff’s and its predecessor(s) in interest’s perpetrating this fraud on the Trademark
15 Office, the ‘153 Reg. should be cancelled under 15 U.S.C. Section 1064(3). Pursuant
16 to 15 U.S.C. Section 1119, this Court should certify to the Director of the U.S.
17 Trademark Office that the ‘153 Reg. be permanently removed from the records of the
18 U.S. Trademark Office.

19 173. The aforementioned conduct alleged with specificity above constitutes a
20 sufficient basis for the Court to cancel the ‘153 Reg. under 15 U.S.C. Section 1064(3).
21 Specifically, (i) Plaintiff’s inconsistent and contradictory enforcement of the THE
22 COCHRAN FIRM trademark; (ii) its failure to adequately police and/or control uses of
23 same; and (iii) its own inconsistent licensing and use of the trademark, constitute
24 abandonment of the mark, at least in California. Pursuant to 15 U.S.C. Section 1119,
25 this Court should certify to the Director of the U.S. Trademark Office that the ‘153
26 Reg. be permanently removed from the records of the U.S. Trademark Office.

FIFTH COUNTERCLAIM FOR RELIEF

Unfair Competition, False Advertising, Misappropriation and Passing Off,

Lanham Act 15 U.S.C. § 1125(a)

Against Plaintiff, TCF-CCGSS, Cherry And Givens

174. McMurray re-states and re-alleges the facts set forth in all the paragraphs above as though fully set forth herein.

175. As alleged herein, Plaintiff, TCF-CCGSS, Cherry and Givens have utilized material false and misleading descriptions and representations of fact in connection with their legal services and firm composition and expertise on their website and commercial advertising and promotion.

176. The foregoing descriptions and representations are made and used in interstate commerce: the Cochran Firm Brochure is used in connection with offices in several states, the same “national firm” allegations are made on the Internet on Plaintiff’s, TCF-CCGSS’s, and their licensee/franchisee/agents’ web sites, and elsewhere including without limitation Cherry’s and Givens’ THE FIRM, INC. entity’s promotion of “The Cochran Firm” web site and toll-free referral phone number.

177. These Counterdefendants’ descriptions and representations misrepresent the nature, quality, geographic scope and composition of the law firm services by holding themselves out as “a” law firm “with offices nationwide and a team of some of the country’s most experienced and aggressive ... lawyers” when in fact “The Cochran Firm” is a sort of naked licensing arrangement.

178. Counterdefendants’ descriptions and representations misrepresent that the law firm is one firm nationwide and includes the attorneys listed as members of the Cochran firm who are not in fact actually part of a single firm, and in some cases are not part of any affiliate-firm(s), either. A clear example of this is at Exhibit D, which shows how Plaintiff and/or TCF-CCGSS, through an Illinois licensee, promoted McMurray as “Managing Partner” of “The Cochran Firm” even though McMurray is not licensed to practice law in Illinois. Plaintiff continued its misrepresentation of

1 McMurray's name and likeness by passing off McMurray as Plaintiff's managing
2 partner even after Plaintiff obtained a fraudulent preliminary injunction alleging it
3 would be irreparably harmed were McMurray to so describe himself.

4 179. As shown in Exhibit D, Counterdefendants misappropriated McMurray's
5 professional reputation, name and likeness to pass him off as part of Plaintiff by
6 misrepresenting McMurray as part of Plaintiff's organization, and falsely associating
7 the accomplishments and expertise of McMurray as those of Plaintiff and TCF-
8 CCGSS.

9 180. McMurray has been and continues to be damaged by these acts and
10 misrepresentations.

11 181. Members of the public have been misled by these false and misleading
12 representations and they have been damaged and continue to be damaged by these acts
13 and misrepresentations.

14 **SIXTH COUNTERCLAIM FOR RELIEF**

15 **RIGHT OF PUBLICITY, California Civil Code § 3344**

16 **Against Plaintiff, TCF-CCGSS, Cherry And Givens**

17 182. McMurray re-states and re-alleges the facts set forth in all the paragraphs
18 above as though fully set forth herein.

19 183. The Illinois affiliate/licensee of Plaintiff, on information and belief, at the
20 direction and/or approval of Plaintiff, TCF-CCGSS, Cherry and Givens (who allegedly
21 assist with and approve advertising and marketing of offices of the Cochran firm
22 around the United States) knowingly used McMurray's identity as the "brand" and
23 public image of Plaintiff's Illinois office and the alleged national network of the
24 Plaintiff and TCF-CCGSS, without McMurray's consent, by using his name, likeness
25 and biographical accomplishments as a center piece of online promotional materials for
26 Plaintiff's licensees. This use of McMurray's likeness has thus become a significant
27 aspect of the Counterdefendants' public image.
28

1 184. At no time prior to the commencement of their knowing use of
2 McMurray's likeness by counterdefendants did they obtain the consent of McMurray.
3 The consent of McMurray was, and is, required for all such Uses.

4 185. On information and belief, McMurray's professional reputation, name and
5 likeness provides Counterdefendants significant commercial value, enhancing their
6 reputation and goodwill.

7 186. Having thus used McMurray's identity to substantially endorse their
8 reputation, Counterdefendants are estopped to deny the significant commercial value
9 they obviously believed that McMurray's identity, name and likeness would provide
10 them.

11 187. The conduct and actions of Counterdefendants has been malicious,
12 willful, wrongful, intentional, and without any right or entitlement whatsoever. The
13 unauthorized commercial use of McMurray's identity, name and likeness was the
14 foreseeable, intended result of Counterdefendants' actions, especially in light of the
15 several times McMurray apprised Counterdefendants of the infringing use.

16 188. As a direct, proximate and foreseeable result of counterdefendants'
17 conduct alleged herein, McMurray has been injured in his business and professional
18 credibility and opportunities, and has suffered emotional distress, and discomfort as a
19 result of their use of his identity, name and likeness. Furthermore, McMurray has been
20 deprived of the compensation that would have been due him to enhance and create the
21 Counterdefendants' image and reputation nationwide as his likeness has been used and
22 has achieved for Counterdefendants. On information and belief, he has become
23 associated with Counterdefendants and may be limited in his future business and
24 professional opportunities.

25 189. In addition to damages, McMurray is entitled to recover from
26 Counterdefendants the commercial value they inherently attributed to use of
27 McMurray's identity and to any benefit and profits derived from the unauthorized use
28 of McMurray's identity. The use of McMurray's identity as the image of

1 counterdefendants is an integral part of the brand image itself, which cannot be
2 reasonably separated from the brand. McMurray has generated and enhanced the
3 “goodwill” of counterdefendants and their firm.

4 190. Any success in obtaining lucrative, high profile and other cases and profits
5 is derived from the unauthorized use of McMurray’s identity.

6 191. McMurray is entitled to compensation for the commercial value of the use
7 of his identity both for the period of use prior to the filing of this counterclaim and so
8 long as Defendant continues to use it hereafter.

9 192. As Counterdefendants’ conduct comprising unauthorized use of
10 McMurray’s likeness in violation of California Civil code §3344 is willful and
11 malicious, McMurray is entitled to punitive damages, according to proof.

12 193. McMurray is also entitled to an award of attorneys’ fees and costs in
13 accordance with California Civil Code Section 3344.

14 **SEVENTH COUNTERCLAIM FOR RELIEF**

15 **UNFAIR COMPETITION (California Bus. & Prof. Code § 17200) Against All**
16 **Counterdefendants**

17 194. McMurray re-states and re-alleges the facts set forth in all the paragraphs
18 above as though fully set forth herein.

19 195. By the acts alleged herein, Counterdefendants have violated, and continue
20 to violate, Business and Professions Code section 17200 through their unlawful, unfair,
21 fraudulent and deceptive business acts and practices.

22 196. As a direct and proximate result of Counterdefendants’ unlawful, unfair
23 and fraudulent acts, McMurray and members of the public have been misled and
24 suffered financial loss and injury to their business and property.

25 **UNLAWFUL**

26 197. The unlawful acts and practices of Counterdefendants alleged above
27 constitute unlawful business acts and/or practices within the meaning of California
28 Business and Professions Code section 17200. Counterdefendants’ unlawful business

1 acts and/or practices as alleged herein have violated numerous federal and state,
2 statutory and/or common laws - and said predicate acts are therefore per se violations
3 of section 17200. These predicate unlawful business acts and/or practices include, but
4 are not limited to, the following:

5 198. Racketeering in violation of Civil RICO 18 U.S.C. §§ 1964(c) and (d),
6 unfair competition, false advertising, misappropriation and passing off in violation of
7 Lanham Act 15 U.S.C. §1125(a); and deceit in violation of California Civil Code §§
8 1709, 1710;

9 199. The unlawful acts alleged herein caused financial loss to McMurray,
10 directly and proximately injuring him in his business or property.

11 **UNFAIR**

12 200. Counterdefendants' fraudulent acts as alleged herein constitute tortious
13 conduct and gave counterdefendants an unfair competitive advantage over McMurray
14 and other attorney-competitors who did not engage in such practices. Said misconduct,
15 as alleged herein, also violated established law and/or public policies: Therefore
16 Counterdefendants' acts and practices alleged herein were and are unfair within the
17 meaning of Business and Professions Code section 17200.

18 201. In addition, as alleged herein, Counterdefendants intended that California
19 consumers would be misled and/or deceived into believing that certain attorneys were
20 affiliated with Cochran when they were not, that certain law offices were part of a
21 nationwide network which would be responsible to clients, which they were not, and
22 misled consumers by touting the achievements of McMurray as a managing partner of
23 the firm at the same time denying him his partnership. There was no benefit to
24 consumers outweighing the harm. These practices are immoral, unethical, oppressive,
25 unscrupulous and/or substantially injurious to consumers and thus unfair within the
26 meaning of Business and Professions Code section 17200.

27 202. At all relevant times, Counterdefendants' unfair acts alleged herein: (a)
28 caused substantial injury to McMurray and the Public; (b) had no countervailing

benefit to consumers or to competition that could possibly outweigh this substantial injury; and (c) caused injury that could not have been avoided or even discovered by ordinary consumers, because it resulted from Counterdefendants' concealment, failure to disclose material information that only the Counterdefendants knew or could have known. Thus, Counterdefendants' acts and/or practices as alleged herein were unfair within the meaning of Business and Professions Code Section 17200.

FRAUDULENT

203. Counterdefendants' acts and practices, as alleged herein, were likely to, and did, deceive McMurray and the Public. Counterdefendants' communications, acts, practices and non-disclosures, as alleged herein, therefore constitute fraudulent business acts and practices within the meaning of California Business and Professions Code section 17200.

204. McMurray and California consumers have been, and continue to be, deceived by Counterdefendants' unlawful, unfair and fraudulent conduct as alleged herein. McMurray and California consumers have suffered injury and lost money as a direct result of the unlawful conduct as alleged herein. The unlawful, unfair, deceptive and/or fraudulent business acts and practices of Counterdefendants described herein present a continuing threat to McMurray and to the citizens of California.

205. McMurray and others have lost money and suffered injury to their business and property as a result of the acts of Counterdefendants complained of herein.

206. By the unlawful, unfair and fraudulent practices described above, Counterdefendants have been unjustly enriched and have misappropriated and hold monies and property rightly belonging to McMurray for which restitution is an appropriate remedy. McMurray seeks restitution of the money taken and the money and property in which McMurray has a vested interest and any profits of Counterdefendants in which McMurray has an ownership interest.

**EIGHTH CAUSE OF ACTION FOR AVOIDANCE OF FRAUDULENT
TRANSFER UNDER UNIFORM FRAUDULENT TRANSFER ACT (Civ. Code
' 3439 et seq.)**

(Against All Named and DOE Counterdefendants)

207. McMurray re-allege and incorporates herein as though set forth in full the allegations of fact contained in paragraphs 1-109 above.

208. Counterdefendants Cherry and Givens directed, Counterdefendants Dunn, Barrett, and Koplow carried out, and Counterdefendants TCF-CCGSS and Dunn Law, APC knowingly received, the transfer of TCFLA-GP's property and assets to the detriment of the existing claims of TCFLA-GP's legitimate creditors, including McMurray, who has outstanding loans to TCFLA-GP and is owed distribution as a TCFLA-GP partner. These transfers were made as set forth in paragraphs 65, 67-71, 74, 76, 60 above.

209. Counterdefendants knowingly made and participated in these transfers with actual intent to defraud McMurray and other creditors of TCFLA-GP. These transfers to TCF-CCGSS and Dunn Law, APC were made without reasonably equivalent value to TCFLA-GP. At the time of these transfers, Counterdefendants knew or reasonably should have known that TCFLA-GP would incur debts beyond its ability to pay them as they became due.

210. McMurray requests that the Court void the abovementioned transfers to TCF-CCGSS and Dunn Law, APC. McMurray requests that the Court order the attachment of the transferred assets and impose a constructive trust in favor of McMurray over those assets.

211. As a proximate result of Counterdefendants' violation of the UFTA, McMurray has suffered actual loss to be proven at trial. At all times herein alleged, said Counterdefendants acted willfully, wantonly, with oppression, and/or malice, and with a conscious disregard of McMurray's rights, such that punitive damages are proper and warranted.

NINTH CAUSE OF ACTION FOR CONVERSION
(Against All Named and DOE Counterdefendants)

212. Plaintiff re-alleges and incorporates herein as though set forth in full the allegations of fact contained in all the paragraphs above.

213. From 2007 onwards, a valid relationship of partnership existed between McMurray and Dunn and, later, Barrett, as principals of the corporate partners of TCFLA-GP. By virtue of this relationship of partnership, McMurray actually possessed or had the right to immediate possession of a joint proprietary interest in, and a right of mutual control over the TCFLA-GP's assets, pursuant to the partnership agreement and statutes.

214. Counterdefendants actively interfered with McMurray's interests in and rights of possession of TCFLA-GP's assets by appropriating and converting to the exclusion of Claimants, *inter alia*, TCFLA-GP's funds in its bank accounts, goodwill, attorney's fees from completed and uncompleted cases, business opportunities, settlement checks, referral fees, rental income, electronic equipment, computer software and data, internet service access, telephone numbers, internet domain names, prospective business relationships with employees and vendors, professional liability insurance coverage, and employee medical insurance coverage.

215. Counterdefendants' interference with McMurray's rights is substantial. Their purpose in interfering with his rights was and is to convert TCFLA-GP's assets to their exclusive use, to the exclusion of McMurray.

216. As a direct and proximate result of Counterdefendants' interference, McMurray has suffered and will continue to suffer damages in an amount equal to the value of the converted assets, plus interest from the time of conversion.

217. In doing these acts, Counterdefendants and each of them acted with oppression, fraud, and malice in that the conversion of TCFLA-GP's assets was committed with full knowledge and the intent that it would substantially interfere with

1 McMurray's interests and rights in the property. As a result, punitive damages are
2 warranted.

3 **TENTH COUNTERCLAIM FOR RELIEF**

4 **Breach of Fiduciary Duty/Constructive Trust**

5 **(Against Counterdefendants Dunn and Barrett)**

6 218. McMurray re-states and re-alleges the facts set forth in all the paragraphs
7 above as though fully set forth herein.

8 219. By the series of acts described herein, Counterdefendants have diverted
9 and held income earned by and owed to McMurray for litigating and settling various
10 cases and for cases handled by McMurray.

11 220. As partners and colleagues, Counterdefendants owed a fiduciary duty to
12 McMurray to have the firm pay to McMurray the monies that he earned.

13 221. Counterdefendants failed to turn over funds earned by McMurray in
14 breach of that fiduciary duty.

15 222. Counterdefendants locked McMurray out of the computer system, denied
16 his status as a partner and failed to turn over to McMurray the fees and settlement
17 funds that he earned and were due him.

18 223. Further, Counterdefendants sent a "change of firm" notification to various
19 courts and cases that falsely re-directed communications intended for McMurray to the
20 Counterdefendants.

21 224. This misinformation and misdirection caused monies due McMurray to be
22 sent to Counterdefendants instead of McMurray.

23 225. Counterdefendants did not forward those monies to McMurray; rather,
24 they have retained those funds.

25 **PRAYER FOR RELIEF**

26 WHEREFORE McMurray prays for judgment against Counterdefendants and
27 each of them jointly and severally, as follows:
28

1 1. Treble damages plus costs and attorneys fees pursuant to RICO 18 U.S.C.
2 §§ 1962, 1964.

3 2. Damages for Deceit, Fraudulent Transfer, Tortious Interference with
4 Prospective Business Advantage, violations of the Lanham Act, 15 U.S.C. § 1125(a);
5 for, for violation of the Right of Publicity Act of California and for violation of the
6 Right of Publicity Act of Illinois.

7 3. Punitive damages, in accordance with California Civil Code § 3294.

8 4. Cancellation of United States Trademark Registration No. 2,930,153.

9 5. Restitution by Counterdefendants of the money taken and the money and
10 property in which McMurray has a vested interest and any profits of
11 Counterdefendants in which McMurray has an ownership interest pursuant to Cal Bus
12 & Profs Code §§17200, 17203-17205.

13 6. Constructive trust for monies earned by McMurray and held by
14 Counterdefendants.

15 7. Attachment of monies and assets fraudulently transferred in accordance
16 with Cal Civil Code § 3439.07.

17 8. Disgorgement of Profits.

18 9. Injunctive relief prohibiting Counterdefendants' use of McMurray's and
19 TCFLA-GP's identities and tax ID numbers.

20 10. Attorneys' fees and costs in accordance with RICO 18 U.S.C. §, 1964,
21 California Civil Code § 3344.

22 11. For the declaratory, equitable, injunctive, equitable monetary and/or other
23 relief requested.

1 12. For such other and further relief as this Court may deem just and proper.
2
3

4 Date: April 12, 2013

**NOVAK DRUCE CONNOLLY BOVE +
QUIGG LLP**

5
6
7 By: 

8 Victor K. Sapphire

9 Attorneys for Defendants Randy H.
10 McMurray, P.C. and Randy H. McMurray
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DEMAND FOR JURY TRIAL

Defendants and Counterclaimants Randy H. McMurray, P.C., and Randy H. McMurray, individually hereby demand trial by jury.

Date: April 12, 2013

**NOVAK DRUCE CONNOLLY BOVE +
QUIGG LLP**

By: 

Victor K. Sapphire

Attorneys for Defendants Randy H.
McMurray, P.C. and Randy H. McMurray

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California, over 18 years of age, and not a party to this action. My business address is 333 South Grand Avenue, Suite 2300, Los Angeles, California 90071.

On April 12, 2013 I served the following document:

**AMENDED COUNTERCLAIMS OF DEFENDANTS AND
COUNTERCLAIMANTS RANDY H. McMURRAY, P.C. AND RANDY
H. McMURRAY**

on the parties or their counsel shown below, by placing documents in a sealed envelope addressed as follows:

Richard M. Wirtz, Esq.
rwirtz@wirtzlaw.com
Erin K. Barns, Esq.
ebarns@wirtzlaw.com
WIRTZ LAW APC
4365 Executive Drive, Suite 1460
San Diego, California 92121

Thomas D. Foster, Esq.
foster@tdfoster.com
TD Foster - Intellectual Property Law
12626 High Bluff Drive, Suite 150
San Diego, CA 92130
*Attorneys for The Cochran Firm, P.C.,
Samuel A. Cherry, J. Keith Givens, and
Barvie Koplow*

Brian T. Dunn, Esq.
bdunn@cochranfirm.com
THE COCHRAN FIRM-CALIFORNIA
4929 Wilshire Boulevard, Suite 1010
Los Angeles, CA 90010-5856
*Attorneys for Counter-Defendants Dunn
Law, APC, Brian T. Dunn, and Joseph
Barrett*

Service was accomplished by causing said document to be delivered by hand to the addresses stated above. In addition, courtesy copies of the indicated document were sent to counsel at the email addresses noted above.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made and that this declaration was executed on April 12, 2013, at Los Angeles, California.

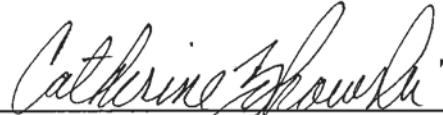
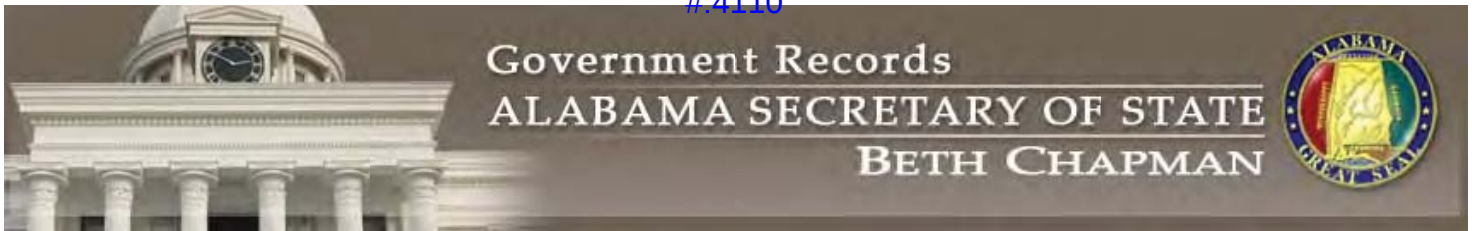

Catherine Zukowski

EXHIBIT A

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Business Entity Details

The Cochran Firm, P.C.	
Entity Type	Domestic Professional Corporation
Place of Formation	Alabama
Issued To	Keith Givens 163 West Main Street Dothan, AL 36301
Status	Name Reservation - Active
Issue Date	3-12-2013
Expiration Date	7-11-2013

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Phone: (334) 242-7200
Fax: (334) 242-4993

EXHIBIT B

JOHNNIE L. COCHRAN, JR. (2,3,12,13)
 PHILIP M. DAMASHEK (12)
 HARVEY WEITZ (12)
 ARNOLD L. KLEINICK (12)
 IVAN S. SCHNEIDER (12)
 SAMUEL A. CHERRY, JR. (1,2)
 J. KEITH GIVENS (1,4,5)
 JOCK M. SMITH (1)
 CAMERON A. STEWART (3)
 RANDY H. McMURRAY (3)
 BRIAN T. DUNN (3,10)
 FREDERICK W. GOODING, JR. (3)
 SHAYNE J. HELLER (3)
 JAMES D. MONTGOMERY (7)
 BRIAN J. SHOOT (12)
 HEZEKIAH SISTRUNK, JR. (5)
 ROBERT B. JACKSON (12)
 GREGORY J. CANNATA (12)
 RICHARD B. ANCOWITZ (4,12)
 JANE LAMBERTI SAMS (5)
 JOSEPH D. LANE (1,4)
 LOUIS J. MITCHELL (11,12)
 CLIFFORD J. STERN (11,12)
 CHARLES J. NOLET (12)
 J. FARREST TAYLOR (1,14)
 THOMAS C. MARSZEWSKI (7)
 KEITH A. KLEINICK (12)
 LLOYD M. ROBERTS (12)
 STEVEN GOLD, M.D. (12)
 LARRY GIVENS (1,5)
 KEITH H. GROSS (12)
 THOMAS N. NICKLES, M.D. (1)
 JAY D. WILLIAMS, JR., M.D. (1)
 ERIN K. HURLEY (12)
 DEREK SELLS (12)
 CARL E. UNDERWOOD, III (1)
 DAVID W. DRUKER (12)
 TERRY G. KEY (1)
 JUDY A. KEENAN (8,12)
 DOUGLAS HOPSON (7)
 RANDALL W. SCHWARTZ (7)
 S. MARK ANDREWS (1)
 JOSEPH S. ROSATO (11,12)
 ANGELA J. MASON (1,3,5)
 PAUL A. MARBER (11,12)
 AUDREY M. TOLSON (5)
 SHEAN D. WILLIAMS (5)
 LAWRENCE A. WILSON II (12)
 ELIZABETH VICKERS ADDISON (1)
 JONATHAN S. DAMASHEK (3,11,12)
 ANDREW L. WEITZ (12)
 DOUGLAS HOPSON (7)
 DIANE WELCH BANDO (12)
 DONALD D. CASALE (5)
 STEVEN J. ZALOUDEK (5)
 THOMAS V. DEFFINA (12)
 JAMES M. LANE (12)
 CATHLEEN GIOVANNINI (9)

Also Admitted in:
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 (2) Dist. of Columbia
 (3) California
 (4) Florida
 (5) Georgia
 (6) Hawaii
 (7) Illinois
 (8) Michigan
 (9) Missouri
 (10) Nevada
 (11) New Jersey
 (12) New York
 (13) Ohio
 (14) Virginia

April 21, 2003

Randy H. McMurray, Esquire
 Wilshire Highland Building
 4929 Wilshire Boulevard, Suite 1010
 Los Angeles, CA 90010

RE: Congratulations

Dear Randy:

Please let this letter serve to memorialize your elevation in the firm to the status of a named partner of The Cochran Firm's Los Angeles office. Beginning May 1, 2003 all printed material ordered (letterhead, business cards, envelopes, etc.) will be in the name of Cochran, Cherry, Givens, Smith, Stewart & McMurray, P.C.

Announcements may be prepared for the local and state bar publications. A press release providing details about you and your professional position with the firm may be sent to any legal publication or news service you feel appropriate.

The firm will be making changes to its website and other Los Angeles office related publications reflecting you as a named partner in the firm. We are proud of your accomplishments as a trial lawyer over the 17 years you have practiced law in Los Angeles. We are equally proud of your accomplishments as a member of our firm for the past four years. Our firm has grown and prospered in no small part due to your efforts. Our professional and personal lives have been rich by your participation in the firm.

4929 WILSHIRE BOULEVARD, SUITE 1010 LOS ANGELES, CALIFORNIA 90010

(323) 931-6200 • FAX: (323) 931-9521

Randy H. McMurray, Esquire
April 21, 2003
Page 2

Congratulations on achieving this professional milestone. We look forward to practicing together with you in the coming years.

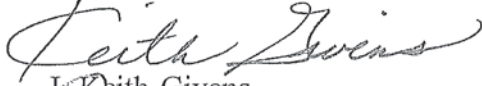
Sincerely,

COCHRAN, CHERRY, GIVENS,
& SMITH, P.C.



Johnnie L. Cochran, Jr.

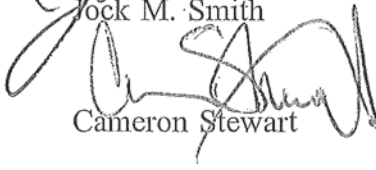
Samuel A. Cherry, Jr.



J. Keith Givens



Jock M. Smith



Cameron Stewart

JKG/bn

EXHIBIT C

**GENERAL PARTNERSHIP AGREEMENT
OF
THE COCHRAN FIRM LOS ANGELES PARTNERSHIP**

THIS GENERAL PARTNERSHIP AGREEMENT of THE COCHRAN FIRM LOS ANGELES, effective as of February 1, 2007, by and between RANDY H. MCMURRAY, P.C., a Professional Corporation and THOMAS DUNN INVESTMENT GROUP, INC., a General Corporation.

The above-named corporations agree that upon the commencement date of this partnership, they shall be deemed to have become partners in business. The purposes, terms and conditions of this partnership are as follows:

1. Name - The firm name of the partnership shall be The Cochran Firm Los Angeles.
2. Principal place of business - The principal place of business of the partnership shall be 4929 Wilshire Blvd., Ste. 1010, Los Angeles, California 90010.
3. Purpose – The purpose and character of the business of the partnership shall be to provide legal services and to engage in any and all activities related or incidental to carrying out the foregoing, and to conduct and engage in any and all activities permitted by law in furtherance of the business of the Partnership.
4. Term - The partnership shall commence on and continue until dissolved by mutual agreement of the partners.
5. Capital contribution and distribution of profits and losses -

Name of Partner	Amount of Initial Contribution	Partnership Interest
Randy H. McMurray, PC	\$60,000	66.66%
Thomas Dunn Investment Group, Inc.	\$30,000	33.34%
		100%

A division of profits and losses shall be made at such time as may be agreed upon by the partners and at the close of each fiscal year. The profits and losses of the partnership shall be divided between the partners according to the above schedule.

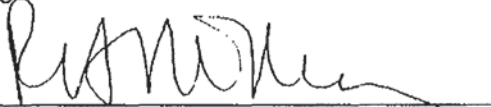
6. Control - The partners shall have exclusive control over the business and each partner shall have rights in the management and conduct of the partnership business according to their partnership interest stated above in Section 5. Any difference arising as to the ordinary matters connected with the partnership business shall be decided by a third party arbitrator chosen and agreed upon by the partners. Any act beyond the scope of this partnership agreement or any contract that may subject this partnership to liability in excess of one hundred thousand dollars shall be subject to the prior written consent of all of the partners.

7. Disputes - Disputes that would jeopardize new business, contracts, or existing clients and cannot be resolved by the partners within thirty days will be submitted to a mutually agreed upon arbitrator whose decision will be final. Any disagreements or differences that affect the management of the partnership business and would jeopardize new business, contracts, or existing clients and cannot be resolved by the partners within thirty days will be submitted to an arbitration process designed to repair the partnership relationship and solve said differences or disputes.

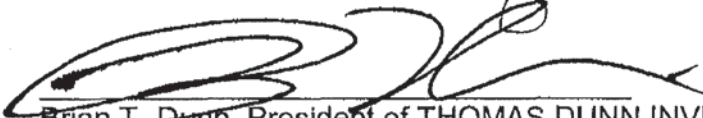
8. Selling out - If a general partner decides to sell their interests in the partnership business to the remaining partner the interests will be valued at the one half the current business equity plus two percent or the in effect cost of living percentage. Payment for the interests sold shall be made over a period of three years. No general partner may sell their interests in the partnership business to a third party unless it is mutually agreed to by the general partners. Thirty days written notice of proposed sell out to each general partner by the selling partner is required

9. Dissolution - In the event of retirement, expulsion, bankruptcy, death, or insanity of a general partner, the remaining partners have the right to continue the business of the partnership under the same name by themselves, or in conjunction with any other persons they select.

Signatures of the Partners



Randy H. McMurray, President of RANDY H. MCMURRAY, P.C.



Brian T. Dunn, President of THOMAS DUNN INVESTMENT GROUP, INC.

EXHIBIT D

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One North LaSalle Street, Suite 2450
Chicago, Illinois 60602

Phone: 312.977.0200
Fax: 312.977.0209

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Attorney Profiles

Randy H. McMurray
Los Angeles, California,
Managing Partner
phone (323) 931-6200
fax (323) 931-9521
email



A native Angeleno and graduate of Southwestern University School of Law in Los Angeles, Randy H. McMurray is the managing partner at Cochran, Cherry, Givens, Smith & Montgomery, LLC Los Angeles, where he practices mainly in the areas of catastrophic personal injury, products liability, and medical malpractice.

Mr. McMurray's trial litigation skills were honed early on in his professional career. While in law school, he was a member of the Mock Trial Team, and he took Honors in the National Moot Court competition. Currently, Mr. McMurray is a member of the Board of Governors of the Consumer Attorneys Association of Los Angeles, and served as President of the organization in 2009. He currently sits on the Board of Directors of the Diversity Law Foundation.

Areas of Practice:

- Business Fraud
- Medical and Professional Liability
- Governmental Entity Liability
- Road Design
- Products Liability
- Catastrophic Personal Injury Litigation

Bar Admissions:

- California, 1986
- U.S. District Court Central District of California, 1987

Education:

- Southwestern University School of Law, Los Angeles, California, 1986
- J.D.
- Honors: National Moot Court Honors
- Honors: Member, Mock Trial Team

- California Polytechnic University, Pomona, California, 1982
- B.A.
- Major: Political Science

Attorney Randy McMurray, The Cochran Firm, Los Angeles, Ca,...

<http://www.jamesdmontgomery.com/bio/randymcmurray.asp>

Cochran, Cherry, Givens, Smith & Montgomery, L.L.C., is based in Chicago and serves people throughout Illinois, including Chicago, Chicago Heights, Cicero, Berwyn, Schaumburg, Evanston, Hoffman Estates, Oak Lawn, Oak Park, Mount Prospect, Tinley Park, Northbrook, Skokie, Arlington Heights, Cook County, Lake County, DuPage County, Kane County and Will County, Illinois.

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